

EXHIBIT 2(a)

Pls.' Ex. 8

PageID# 10471

APPLICANT OR RESIDENCY - PLEASE COMPLETE ONLY QUESTION
(each Leaseholder must submit a separate application)

APPLICANT INFORMATION

FULL NAME(LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr Sr) _____
 DOB _____ SOCIAL SECURITY # _____ SEX m MARITAL STATUS _____ (optional)
 OCCUPATION Handyman GROSS ANNUAL INCOME (from all sources) _____
 DRIVER'S LICENSE # _____ STATE VA EMAIL _____ CELL PHONE _____

VEHICLE	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR
		<u>green</u>	<u>Nissan</u>		<u>VA</u>	<u>1996</u>
		<u>green</u>	<u>Geo</u>		<u>VA</u>	<u>1993</u>

LIST OTHERS TO RESIDE IN MOBILE HOME AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION	VISITING ONLY

Note: Please provide occupancy history for previous two years

PRESENT ADDRESS

STREET Medford Dr APT# 102
 CITY Annandale STATE VA ZIP 22003 HOME PHONE # _____
 RENT OR OWN? Rent DATES (from) 2009 (to) present MONTHLY PAYMENT 1670.00
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN

NAME Arailio construction STREET 8425 Granite Lane
 CITY Manassas STATE VA ZIP 20108 PHONE 703-426-7081
 EMPLOYMENT START DATE 2011 POSITION Handyman SALARY \$1400/month
 SUPERVISOR OR HUMAN RESOURCES CONTACT 426-7081 PHONE _____

OTHER INCOME

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU)

(1) NAME _____ RELATIONSHIP Friend PHONE # _____
 STREET _____
 (2) NAME _____ RELATIONSHIP friend PHONE # _____
 STREET _____

ARE YOU ELIGIBLE TO LIVE IN THE UNITED STATES? (Please check one)

☐ Yes I am a U.S. Citizen
☒ Yes I have valid documentation from the U.S. Immigration and Naturalization Service (INS) that allows me to be in the country
 List source of documentation _____ List ID# _____

If you have an Individual Tax ID # please provide in the following space _____
☐ No

ADDITIONAL INFORMATION (Check whichever applies)

☐ I Do Have a Water Bed ☐ I Do Not Have a Water Bed
☐ I Do Have a Fish Tank ☒ I Do Not Have a Fish Tank

NOTE: Renter's Insurance is required if you have a water bed or fish tank. Proof of insurance must be provided prior to move in.
PET INFORMATION: ☐ I Will Not Be Bringing A Pet ☐ I Will Be Bringing A Pet

TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____
 TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____

NOTE: Keeping pets requires consent of management, payment of applicable fees/deposits, and execution of Pet Addendum. Service animals are not considered pets.

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in the rental of housing based on race color religion, sex, handicap, familial status or national origin. The Federal Agency which administers compliance with this law is the U.S. Department of Housing and Urban Development.

The undersigned applicant and/or co signer represents that all of the above statements are true and correct and hereby authorizes verification of the above information. If such information proves to be false or misleading, Owner shall have the right to deny this application. The undersigned applicant and/or co signer hereby consents to allow AJ Dwoosun (Owner) itself or through its designated agents or employees to obtain a consumer report and criminal record and to obtain and verify credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co signer agrees and understands that Owner and its agents and employees may obtain additional consumer reports and criminal record in the future to update or review my account. Upon my request Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any consumer reporting agency that provided such reports. The undersigned applicant and/or co signer understand that the application fee is non refundable.

APPLICANT _____

DATE _____

Revised 01/13/12

WAPLES00000115

EXHIBIT

R. Rivas 1

11/1/16 rlv

Planet Depos, LLC

Pls.' Ex. 9

Pls.' Ex. 10

Pls.' Ex. 11

Pls.' Ex. 12



A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION AS LEASEHOLDER



(EACH CO APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS

- ☒ 2-4 Most Recent, Back to Back Pay Stubs
☐ Original Valid Government Issued Photo Identification
☒ Original Social Security Card OR
☐ Original Passport, Visa, and I 94 Form

APPLICANT INFORMATION

First Name _____ MI _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____
 Home # _____ Work # _____ Cell # _____ Mail Address _____

OTHER OCCUPANTS

Name _____ Relationship _____ Name _____ Age _____ Relationship _____
 Name _____ Relationship _____ Name _____ Age _____ Relationship _____

PETS

Type of Pet NA Breed NA Weight at Maturity NA Type of Pet NA Breed NA Weight at Maturity NA

CONSECUTIVE RESIDENT HISTORY (Minimum 3 Years)

Present Address _____ Street _____ Apt # _____ City _____ State/Zip _____ Move In Date 11-04
5 year

Monthly Rent/Mortgage (circle one) \$ 1,365 Are you a Leaseholder/Owner (circle one)? YES

Landlord Name/Management/Mortgage Company Kay Management Phone # 703-820-6161

Previous Address _____ Street _____ Apt # _____ City _____ State/Zip _____ Move In Date _____
 Move Out Date _____

Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____

Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt # _____ City _____ State/Zip _____ Move In Date _____
 Move Out Date _____

Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____

Landlord Name/Management/Mortgage Company _____ Phone # _____

PERTINENT QUESTIONS

Do you have a legal right to be in the United States? Yes because I am a United States citizen

YES Yes because I have valid documentation from the United States Citizenship and Immigration Services (USCIS) (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department

Yes/No

No

NO Have you ever applied or lived at an A.J. Dwoskin & Associates Inc. community? If yes when? _____ and what property? _____

NO Have you ever foreclosed on a home or are you currently in the process of having a home foreclosed? If yes when? _____

NO Have you ever been evicted or are you currently in the process of being evicted from any leased premises? _____

NO Have you ever owed monies to a prior landlord? If yes when? _____ Is the amount paid in full? _____ If yes when was it paid? _____

NO Have you ever owed monies to a major utility company? If yes when? _____ Is the amount paid in full? _____ If yes when was it paid? _____

NO Have you ever filed bankruptcy? If yes when? _____ Please provide written proof of the discharge or dismissal upon request

NO Have you ever been convicted of or plead guilty or no contest to a felony (whether or not resulting in a conviction)? _____

NO Have you ever been convicted of or plead guilty or no contest to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)? _____

NOTE If yes was answered for any of the questions within this section please provide written explanation on the back of this application

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MOBILE HOME PARK APPLICATION
AS LEASEHOLDER

EMPLOYMENT HISTORY

Present Employer E.M. TEXTURE Work Address 12204 Cedar Hill Drive Employed Since 3 yrs
 Position Human Human Resources Phone # 240-432-0298 Monthly Salary \$3,850 E Mail Address Silver Spring MD 0298

ADDITIONAL INCOME

Additional Monthly Income \$ 7300 Source Ameristucco Contact [REDACTED]
 Additional Monthly Income \$ _____ Source _____ Contact _____ Phone # _____

MOBILE HOME INFORMATION

Make & Model Name _____ Serial # _____ Owner's Name _____

Is the Mobile Home Paid in Full? ☐ Yes ☐ No If no what is or what will be your monthly mortgage? \$ _____

If Mobile Home is NOT paid in full please provide the following information below

Finance Company _____ Account # _____

Mailing Address _____ City State Zip _____

Telephone # _____ Contact Person _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name [REDACTED] Full Street Address [REDACTED]

City State Zip FALLS Church Relationship to You Brother Phone # (Including area code) [REDACTED]

APPLICATION FEE

Applicant has remitted the sum of \$ 35.00 which is a non refundable payment for processing this application Such sum is not a rental payment or security deposit

I hereby deposit the sum of \$ 1114 with Management as a good faith deposit in connection with this rental application If for any reason Management disapproves my application Management will refund the good faith deposit to me in full within ten (10) days from disapproval

I authorize A J Dwoskin & Associates Inc or their agents to investigate my qualifications and consumer reports and/or any and all references given or discovered I realize this information will be used by A J Dwoskin & Associates Inc and/or their agents to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application

NOTICE BY SIGNING THIS APPLICATION YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR APPLICATION OR IMMEDIATE TERMINATION OF YOUR LEASE

Applicant's Signature as LEASEHOLDER [REDACTED]

Date 12-7-10



Rec 12/9/10
cc.

Pls.' Ex. 13

APPLICATION FOR RESIDENCY - PLEASE COMPLETE EVERY QUESTION
 (Each Leaseholder must submit a separate application)

APPLICANT INFORMATION

FULL NAME(LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr., Sr.): _____
 DOB: ____/____/____ SOCIAL SECURITY # _____ SEX _____ MARITAL STATUS _____ (optional)
 OCCUPATION _____ GROSS ANNUAL INCOME (from all sources) _____
 DRIVER'S LICENSE # _____ STATE _____ EMAIL _____ CELL PHONE _____

VEHICLE	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR

LIST OTHERS TO RESIDE IN MOBILE HOME AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS:

RELATIVE NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION	VISITING ONLY
[REDACTED]	[REDACTED]	Spouse	F	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	F	[REDACTED]	6 year	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	M	[REDACTED]	3	[REDACTED]	

NOTE: Please provide occupancy history for _____ years

PRESENT ADDRESS:

STREET _____ APTS _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years):

STREET _____ APTS _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years):

STREET _____ APTS _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN:

NAME _____ STREET _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 EMPLOYMENT START DATE _____ POSITION _____ SALARY _____
 SUPERVISOR OR HUMAN RESOURCES CONTACT _____ PHONE _____

OTHER INCOME:

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU):

(1) NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____
 (2) NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____

ARE YOU LEGALLY ELIGIBLE TO LIVE IN THE UNITED STATES: (Please check one)

- ☐ Yes, I am a U.S. Citizen
☐ Yes, I have valid documentation from the U.S. Immigration and Naturalization Service (INS) that allows me to be in the country;
 List source of documentation _____ List ID# _____
 If you have an Individual Tax ID #, please provide in the following space: _____
☐ No

ADDITIONAL INFORMATION: (Check whichever applies)

- ☐ I Do Have a Water Bed ☐ I Do Not Have a Water Bed
☐ I Do Have a Fish Tank ☐ I Do Not Have a Fish Tank

NOTE: Renters insurance is required if you have a water bed or fish tank. Proof of insurance must be provided prior to move-in.

PET INFORMATION: ☐ I Will Not Be Bringing A Pet ☐ I Will Be Bringing A Pet:

TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____
 TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____

NOTE: Keeping pets requires consent of management, payment of applicable fees/deposits, and execution of Pet Addendum. Service animals are not considered pets.

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the rental of housing based on race, color, religion, sex, handicap, familial status or national origin. The Federal Agency, which administers compliance with this law, is the U.S. Department of Housing and Urban Development.

The undersigned applicant and/or co-signer represents that all of the above statements are true and correct and hereby authorizes verification of the above information. If such information proves to be false or misleading, Owner shall have the right to deny this application. The undersigned applicant and/or co-signer hereby consents to allow AJ Dwoskin ("Owner"), itself or through its designated agents or employees, to obtain a consumer report and criminal record and to obtain and verify credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co-signer agrees and understands that Owner and its agents and employees may obtain additional consumer reports and criminal record in the future to update or review my account. Upon my request, Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any consumer reporting agency that provided such reports. The undersigned applicant and/or co-signer understand that the application fee is non-refundable.

APPLICANT _____

DATE _____

Revised 01/13/12



APPLICATION RESIDENCY PLEASE COMPLETE E
 (E: eascholder) **Page ID# 10485**
APPLICANT INFORMATION

FULL NAME (LAST, FIRST, MIDDLE) _____ GENERATION (Jr Sr) _____
 DOB _____ SOCIAL SECURITY # _____ SEX Male MARITAL STATUS _____ (optional)
 OCCUPATION Floor Installer GROSS ANNUAL INCOME (from all sources) \$32,005
 DRIVER'S LICENSE # _____ STATE VA EMAIL _____ CELL PHONE _____

VEHICLES	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR
	<u>Econoline Van</u>	<u>White</u>	<u>Ford</u>		<u>VA</u>	<u>2005</u>
	<u>Trans Sport</u>	<u>White</u>	<u>Pontiac</u>		<u>VA</u>	<u>1998</u>

LIST OTHERS TO RESIDE IN MOBILE HOME AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION	VISITING ONLY

Note Please provide occupancy history for previous two years

PRESENT ADDRESS:

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? rent DATES (from) 1/7/2010 (to) 1/7/2012 MONTHLY PAYMENT \$1,400.00
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN

NAME Self-Employed STREET _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 EMPLOYMENT START DATE _____ POSITION _____ SALARY _____
 SUPERVISOR OR HUMAN RESOURCES CONTACT _____ PHONE _____

OTHER INCOME:

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU)

(1) NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____
 (2) NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____

ARE YOU LEGALLY ELIGIBLE TO LIVE IN THE UNITED STATES: (Please check one)

☐ Yes I am a U.S. Citizen
☒ Yes I have valid documentation from the U.S. Immigration and Naturalization Service (INS) that allows me to be in the country
 List source of documentation _____ List ID# _____
 If you have an Individual Tax ID # please provide in the following space _____

☐ No

ADDITIONAL INFORMATION (Check whichever applies)

☐ I Do Have a Water Bed ☒ I Do Not Have a Water Bed
☐ I Do Have a Fish Tank ☒ I Do Not Have a Fish Tank

NOTE Renter's Insurance is required if you have a water bed or fish tank. Proof of insurance must be provided prior to move in

PET INFORMATION ☒ I Will Not Be Bringing A Pet ☐ I Will Be Bringing A Pet

TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____
 TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____

NOTE Keeping pets requires consent of management, payment of applicable fees/deposits, and execution of Pet Addendum. Service animals are not considered pets

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in the rental of housing based on race, color, religion, sex, handicap, familial status or national origin. The Federal Agency which administers compliance with this law is the U.S. Department of Housing and Urban Development.

The undersigned applicant and/or co signer represents that all of the above statements are true and correct and hereby authorizes verification of the above information. If such information proves to be false or misleading Owner shall have the right to deny this application. The undersigned applicant and/or co signer hereby consents to allow AJ Dwoskin (Owner) itself or through its designated agents or employees to obtain a consumer report and criminal record and to obtain and verify credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co signer agrees and understands that Owner and its agents and employees may obtain additional consumer reports and criminal record in the future to update or review my account. Upon my request Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any consumer reporting agency that provided such reports. The undersigned applicant and/or co signer understand that the application fee is non refundable

APPL _____ DATE 11/37/12



FOR INTERNAL OFFICE USE ONLY

▶▶▶ THIS PAGE IS NOT FOR DISTRIBUTION ◀◀◀

Circle Selected Mobile Home Park. Forest Park / Waples / Bull Run / Bel Air

Move-In Date 2/1/2012 Lot # 02-1250 Monthly Rent \$ 670

Lease Taken By [Signature] Access # _____ Special Offered _____

IMPORTANT INFORMATION / CONTACTS

- Social Security Administration – 1 (800) 772 1213 www.socialsecurity.gov ■ Internal Revenue Service – 1 (800) 829-1040 www.irs.gov
- United States Citizenship and Immigration Services (USCIS) – 1 (800) 767 1833 www.uscis.gov ■ USCIS National Customer Service Center – 1 (800) 375-5283

New HUD Regulation Information After 9/11/01 Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents with or without a photo to prove an applicant's right to be in the United States

ITIN Information

The Registry presently does not offer a program that is similar to the Social Search to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa and I 94 (I 94W) Form. It is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR LEASEHOLDERS and Guarantors

Leaseholders who do not have SSNs must also prove their identity and provide documentation as to their validity in the United States

All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants policy (red reference manual tab RegistryScorex*)

Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs and for Leaseholder Applicants who have ITINs. Credit reports for those Leaseholder Applicants who have ITINs are often times short in length.

If an ITIN is recorded on a Leaseholder application and the pay stubs reflect a different 9-digit number which appears to be a SSN ask your applicant about the discrepancy. Record and attach their reply on the application. If applicable run a Social Search using the number that appears on the pay stubs to see if the number truly belongs to your applicant. If yes run all consumer reports with the discovered SSN. If the Social Search Information is inconsistent with your applicant's name see your Property Manager.

Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information.

Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States.

A. IDENTITY CHECK – Applicant must have one (1) of the following

1. Valid U.S. Driver's License (DL) Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other

- ☒ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☒ Date of Birth [redacted]
☒ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# [redacted] DL or WI Issue Date [redacted]
 DL or WI Exp Date [redacted] ■ Full Address [redacted]

2. Passport

Passport – A passport will usually contain a Visa and an I 94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission

- ☐ File copy of the complete passport including the passport # and country of origin
☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time

- ☐ Photo identification matches face in front of you and make file copy
☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER

Permanent Resident

- ☒ Permanent Resident Card (previously called a Resident Alien Card commonly referred to as a Green Card)
☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status Must show original Form I 94 (Arrival/Departure Form) and/or immigration court documents
☐ Asylee Status Must show original Form I 94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) **AND** I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem—an expired I 94 or I 94W Form is

Visitor / Tourist

- ☐ J 1 or J 2 Certificate of Eligibility for Exchange Visitor Status
☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H 1B H 1C H-2A H-2B H-3 H 1 H 2 H-3 or H-4

Academic Student

- ☐ F 1 or F 2 Certificate of Eligibility for Nonimmigrant Student Status and Form I 20 (document issued by the school proving admission)
☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa) and they are in good standing and have a 20 (on a 40 system) or better

Other ☐ _____ (Must be approved by Corporate Office)

Special Notes ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school there is no need for verification. If verification was necessary please check, ☐ Initials _____ ■ Most visitor tourist and student Visas do not allow the individual to work in the U.S.

LEASEHOLDER'S APPLICATION DECISION

REGISTRY SCOREX SCORE(S) INDIVIDUAL _____ JOINT _____

MSSO or SOR REVIEW NO MATCH ☐ MATCH FOUND ☐

☐ APPROVED BY _____ WITH CONDITIONS _____ Date _____

☐ DISAPPROVED BY _____ Date _____

Check Reason for Disapproval.

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable Information
- ☐ Inconsistent Information
- ☐ Discovered Eviction applicant answered "No" to eviction question / Eviction within last 18 months
- ☐ Does not have a legal right to be in the United States (based on immigration & citizenship status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in United States
- ☐ Expired Government Photo Identification (e.g. U.S. Driver's License)
- ☐ Applicant owes/owed monies (\$1,000.00 or higher) to a prior landlord and/or to a major utility within last 18 months
- ☐ Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or unable to verify proof given

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

Contact / Acceptance Dates, Times, # Called Initials _____

Conversation Notes/Contents of Message _____

LEASEHOLDER Applicant Name Herbert Sarana Lot # 02-1250

Pls.' Ex. 14

APPLICATION RESIDENCY - PLEASE COMPLETE SECTION QUESTION

(E) Homeholder must submit a completed application

APPLICANT INFORMATION

FULL NAME (LAST, FIRST, MIDDLE) GENERATION (Jr Sr) _____
 DOB _____ SOCIAL SECURITY # _____ SEX Male MARITAL STATUS _____ (optional)
 OCCUPATION Cook GROSS ANNUAL INCOME (from all sources) \$54,711
 DRIVER'S LICENSE # _____ STATE VA EMAIL _____ CELL PHONE _____

VEHICLES	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR

LIST OTHERS TO RESIDE IN MOBILE HOME AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION	VISITING ONLY

Note: Please provide occupancy history for previous two years

PRESENT ADDRESS

STREET _____ APT# _____
 CITY _____ HOME PHONE # _____
 RENT OR OWN? Rent DATES (from) 1/4/09 (to) 1/12 MONTHLY PAYMENT \$2400.00
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than two years)

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN:

NAME Rosslyn Synd/Holiday Inn STREET 1900 N. Fort Myer Dr
 CITY Arlington STATE VA ZIP 22204 PHONE 703-807-2000
 EMPLOYMENT START DATE 1/83 POSITION Cook SALARY 24,000
 SUPERVISOR OR HUMAN RESOURCES CONTACT Vino Mohan PHONE 703-807-2000

OTHER INCOME:

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU)

(1) NAME _____ RELATIONSHIP Friend PHONE # _____
 STREET _____ CITY Reston STATE VA ZIP 20186
 (2) NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____

ARE YOU LEGALLY ELIGIBLE TO LIVE IN THE UNITED STATES (Please check one)

☒ Yes I am a U.S. Citizen
☐ Yes I have valid documentation from the U.S. Immigration and Naturalization Service (INS) that allows me to be in the country
 Last source of documentation _____ Last ID# _____

If you have an individual Tax ID # please provide in the following space _____

☐ No

ADDITIONAL INFORMATION (Check whichever applies)

☐ I Do Have a Water Bed ☒ I Do Not Have a Water Bed
☐ I Do Have a Fish Tank ☒ I Do Not Have a Fish Tank

NOTE: Renter's Insurance is required if you have a water bed or fish tank. Proof of insurance must be provided prior to move-in

PET INFORMATION (☒ I Will Not Be Bringing A Pet) (☐ I Will Be Bringing A Pet)

TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____
 TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____

NOTE: Keeping pets requires consent of management, payment of applicable fees/deposits and execution of Pet Addendum. Service animals are not considered pets.

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the rental of housing based on race, color, religion, sex, handicap, familial status or national origin. The Federal Agency which administers compliance with this law is the U.S. Department of Housing and Urban Development.

The undersigned applicant and/or co signer represents that all of the above statements are true and correct and hereby authorizes verification of the above information. If such information proves to be false or misleading, Owner shall have the right to deny this application. The undersigned applicant and/or co signer hereby consents to allow AJ Dwoskin (Owner) itself or through its designated agents or employees to obtain a consumer report and criminal record and to obtain and verify credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co signer agrees and understands that Owner and its agents and employees may obtain additional consumer reports and criminal record in the future to update or review my account. Upon my request, Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any consumer reporting agency that provided such reports. The undersigned applicant and/or co signer understands that the application fee is non refundable.

APPLICANT _____

DATE 1/31/12

Revised 01/13/12



EXHIBIT
 H. Saravia 3
 11/3/16 rhr
 Planet Depos, LLC

WAPLES00000347

Pls.' Ex. 15

3/10/2009

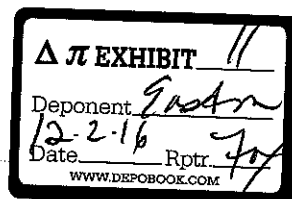
**A.J. DWOSKIN**
& ASSOCIATES, INC.**APPLICATION FOR RESIDENCY
AS OCCUPANT**

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICANT INFORMATION						
First Name _____	M.I. _____	Last Name _____	Other Last Names Used _____	Social Security # / IRS Taxpayer ID# _____	Date of Birth _____	
Home # _____	Work # _____	Cell # _____	E-Mail Address _____			
CURRENT RESIDENCE						
Present Address _____		Street _____	Apt. # _____	City _____	State/Zip _____	
LEASEHOLDER(S) NAME						
Name _____	Age _____	Relationship _____	Name _____	Age _____	Relationship _____	
Name _____	Age _____	Relationship _____	Name _____	Age _____	Relationship _____	
PETS						
Type of Pet _____	Breed _____	Pet Name _____	Age _____	Weight at Maturity _____	Color _____	
Type of Pet _____	Breed _____	Pet Name _____	Age _____	Weight at Maturity _____	Color _____	
<i>Note: Copies of current veterinary records and a photo of your pet(s) may be required at move-in.</i>						
PERTINENT QUESTIONS						
Do you have a legal right to be in the United States? _____						
<input type="checkbox"/> Yes, because I am a United States citizen. <input type="checkbox"/> Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department. <input type="checkbox"/> No.						
<input type="checkbox"/> Have you ever applied or lived at an A.J. Dwoskin & Associates, Inc. community? If yes, when? _____ and what property? _____ <input type="checkbox"/> Have you ever been convicted of or plead guilty or "no contest" to a felony (whether or not resulting in a conviction)? _____ <input type="checkbox"/> Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)? _____						
NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.						
EMPLOYMENT HISTORY						
Employer at Time of Move-In _____			Work Phone # (Including area code) _____			
Full Work Address _____			City, State, Zip _____			
EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU						
Name _____		Full Street Address _____				
City, State, Zip _____		Relationship to You _____		Phone # (Including area code) _____		
APPLICATION FEE						
Applicant has remitted the sum of \$ _____ which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit.						
I authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.						
NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR OCCUPANCY OR IMMEDIATE OCCUPANCY TERMINATION WHICH MAY LEAD TO TERMINATION OF THE LEASE.						

Applicant's Signature as OCCUPANT _____

Date _____



WAPLES00000761

PageID# 10492

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RECEIPT DATE _____

Move-In Date _____ Bldg/Apt/TH # _____ Application Taken By _____ Leaseholder's Name: _____

IMPORTANT INFORMATION / CONTACTS

- Social Security Administration – 1 (800) 772-1213, www.socialsecurity.gov ■ Internal Revenue Service – 1 (800) 829-1040, www.irs.gov
 ■ United States Citizenship and Immigration Services (USCIS) – 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center – 1 (800) 375-5283

New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.

ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR OCCUPANTS

- Occupants, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- For Occupants who must present their Passport, Visa, and I-94 Form, the I-94 Form must be valid at lease commencement or when an Occupant is added to a current lease agreement. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term.
- If the Occupant records an ITIN on their application, follow the criteria for verification of the ITIN listed above under the title "ITIN Information" identified above.
- Run individual Social Searches and Multi-State Sexual Offender (MSSO) Reviews for each Occupant Applicant who records a SSN or an ITIN on their application. Click on "Social Search" on the main menu of www.residentscreening.net; the MSSO check prints automatically with the Social Search.
- Do not run credit reports, registry reports or Scorex reports for Occupant Applicants.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Occupant Applicants who do not have a SSN or an ITIN, a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information; the laws vary per state.

A. IDENTITY CHECK – Applicant must have one (1) of the following:**1. Valid U.S. Driver's License (DL) or Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other** _____

- ☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
 DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport – A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status – Must show original Form I-94 (Arrival/Departure Form) and/or Immigration court documents
☐ Asylee Status – Must show original Form I-94 (Arrival/Departure Form) and/or Immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their **Passport, Visa** (check type below) **AND I-94 Arrival/Departure Form** (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem—an expired I-94 or I-94W Form is. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term, but the I-94 Form must be valid at lease commencement.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐ _____

(Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check: ☐ Initials _____ ■ Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

REGISTRY SCOREX SCORE(S): INDIVIDUAL _____ JOINT _____ MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐

☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____

☐ DISAPPROVED BY _____ Date _____

Check Reason for Disapproval:

- ☐ Applicant will not answer all questions on application
☐ Unverifiable / Unavailable / Inconsistent Information
☐ Background Check (Felony and/or MSSO/SOR Match)
☐ Does not have a legal right to be in the United States (based on applicant's citizenship or immigration status)
☐ Expired / Unavailable / Unverifiable Documentation for Verification in the United States
☐ Expired / Unavailable Government Photo Identification (e.g. Driver's License)

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

Contact / Acceptance Dates, Times, # Called, Initials: _____

Conversation Notes/Contents of Message Left: _____

Applicant Name as OCCUPANT _____ Bldg/Apartment/Townhouse # _____

WAPLES00000762

Pls.' Ex. 16



A.J. DWOSKIN & ASSOCIATES, INC.

MOBILE HOME PARK APPLICATION AS LEASEHOLDER

5/5/09

(EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS:

- ☐ 2-4 Most Recent, Back-to-Back Pay Stubs
 ☐ Original Social Security Card **OR**
☐ Original Valid Government Issued Photo Identification
 ☐ Original Passport, Visa, and I-94 Form

APPLICANT INFORMATION

First Name _____ M.I. _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____
 Home # _____ Work # _____ Cell # _____ E-Mail Address _____

OTHER OCCUPANTS

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____
 Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

PETS

Type of Pet _____ Breed _____ Weight at Maturity _____ Type of Pet _____ Breed _____ Weight at Maturity _____

CONSECUTIVE RESIDENT HISTORY (Minimum 3 Years)

Present Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Are you a Leaseholder/Owner (circle one)? _____

Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____

Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____

Landlord Name/Management/Mortgage Company _____ Phone # _____

PERTINENT QUESTIONS

Do you have a legal right to be in the United States? _____ Yes, because I am a United States citizen.
 _____ Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department.
 Yes/No _____ No.

_____ Have you ever applied or lived at an A.J. Dwoskin & Associates, Inc. community? If yes, when? _____ and what property? _____
 _____ Have you ever foreclosed on a home or are you currently in the process of having a home foreclosed? If yes, when? _____
 _____ Have you ever been evicted or are you currently in the process of being evicted from any leased premises?
 _____ Have you ever owed monies to a prior landlord? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
 _____ Have you ever owed monies to a major utility company? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
 _____ Have you ever filed bankruptcy? If yes, when? _____ Please provide written proof of the discharge or dismissal upon request.
 _____ Have you ever been convicted of or plead guilty or "no contest" to a felony (whether or not resulting in a conviction)?
 _____ Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)?

NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.

Page 2
MOBILE HOME PARK APPLICATION
AS LEASEHOLDER

EMPLOYMENT HISTORY

Present Employer _____ Full Work Address _____ Employed Since _____
Position _____ Human Resources Phone # _____ Gross Monthly Salary \$ _____ E-Mail Address _____

ADDITIONAL INCOME

Additional Monthly Income \$ _____ Source _____ Contact: _____ Phone # _____
Additional Monthly Income \$ _____ Source _____ Contact: _____ Phone # _____

MOBILE HOME INFORMATION

Make & Model Name _____ Serial # _____ Owner's Name _____

Is the Mobile Home Paid in Full? ☐ Yes ☐ No If no, what is or what will be your monthly mortgage? \$ _____

If Mobile Home is NOT paid in full, please provide the following information below:

Finance Company _____ Account # _____

Mailing Address _____ City, State, Zip _____

Telephone # _____ Contact Person _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name _____ Full Street Address _____

City, State, Zip _____ Relationship to You _____ Phone # (Including area code) _____

APPLICATION FEE

Applicant has remitted the sum of \$ _____ which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit.

I hereby deposit the sum of \$ _____ with Management as a good faith deposit in connection with this rental application. If for any reason Management disapproves my application, Management will refund the good faith deposit to me in full within ten (10) days from disapproval.

I authorize A.J. Dvoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dvoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.

NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR APPLICATION OR IMMEDIATE TERMINATION OF YOUR LEASE.

Applicant's Signature as LEASEHOLDER _____ Date _____



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Circle Selected Mobile Home Park: Forest Park / Waples / Bull Run / Bel Air

Move-In Date _____ Lot # _____ Monthly Rent \$ _____

Lease Taken By _____ Access # _____ Special Offered _____

IMPORTANT INFORMATION / CONTACTS

- Social Security Administration – 1 (800) 772-1213, www.socialsecurity.gov ■ Internal Revenue Service – 1 (800) 829-1040, www.irs.gov
 ■ United States Citizenship and Immigration Services (USCIS) – 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center – 1 (800) 375-5283

New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.

ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR LEASEHOLDERS and Guarantors

- Leaseholders, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants' policy (red reference manual, tab "RegistryScorex").
- Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs, and for Leaseholder Applicants who have ITINs. Credit reports for those Leaseholder Applicants who have ITINs are often times short in length.
- If an ITIN is recorded on a Leaseholder application and the pay stubs reflect a different 9-digit number, which appears to be a SSN, ask your applicant about the discrepancy. Record and attach their reply on the application. If applicable, run a Social Search using the number that appears on the pay stubs to see if the number truly belongs to your applicant. If yes, run all consumer reports with the discovered SSN. If the Social Search information is inconsistent with your applicant's name, see your Property Manager.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN, a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information.
- Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States.

A. IDENTITY CHECK – Applicant must have one (1) of the following:

1. Valid U.S. Driver's License (DL), Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other _____
☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
 DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport – A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
☐ Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem—an expired I-94 or I-94W Form is.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐ _____ (Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check: ☐ initials _____ ■ Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

LEASEHOLDER'S APPLICATION DECISION

REGISTRY SCOREX SCORE(S): INDIVIDUAL _____ JOINT _____

MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____☐ DISAPPROVED BY _____ Date _____**Check Reason for Disapproval:**

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable Information
- ☐ Inconsistent Information
- ☐ Discovered Eviction - applicant answered "No" to eviction question / Eviction within last 18 months
- ☐ Does not have a legal right to be in the United States (based on immigration & citizenship status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in United States
- ☐ Expired Government Photo Identification (e.g. U.S. Driver's License)
- ☐ Applicant owes/owed monies (\$1,000.00 or higher) to a prior landlord and/or to a major utility within last 18 months
- ☐ Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or unable to verify proof given

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

Contact / Acceptance Dates, Times, # Called, Initials: _____

Conversation Notes/Contents of Message: _____

LEASEHOLDER Applicant Name _____ Lot # _____

Pls.' Ex. 17



A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION AS OCCUPANT

5/5/09

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS:
☐ Original Valid Government Issued Photo Identification ☐ Original Social Security Card **OR** ☐ Original Passport, Visa, and I-94 Form
APPLICANT INFORMATION

First Name _____ M.I. _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____
 Home # _____ Work # _____ Cell # _____ E-Mail Address _____

CURRENT RESIDENCE

Present Address _____ Street _____ Apt. # _____ City _____ State/Zip _____

LEASEHOLDER(S) NAME

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____
 Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

PERTINENT QUESTIONS

Do you have a legal right to be in the United States? _____ Yes, because I am a United States citizen.
 _____ Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department.
 Yes/No _____ No.

_____ Have you ever applied or lived at an A.J. Dwoskin & Associates, Inc. community? If yes, when? _____ and what property? _____
 _____ Have you ever been convicted of or plead guilty or "no contest" to a felony (whether or not resulting in a conviction)?
 _____ Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)?

NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.

EMPLOYMENT HISTORY

Present Employer _____ Full Work Address _____
 Work # _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name _____ Full Street Address _____
 City, State, Zip _____ Relationship to You _____ Phone # (Including area code) _____

APPLICATION FEE

Applicant has remitted the sum of \$_____ which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit.

I authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.

NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR OCCUPANCY OR IMMEDIATE OCCUPANCY TERMINATION WHICH MAY LEAD TO TERMINATION OF THE LEASE.

Applicant's Signature as OCCUPANT _____ Date _____



WAPLES00000767

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Circle Selected Mobile Home Park: Forest Park / Waples / Bull Run / Bel Air

Move-In Date _____ Lot # _____ Monthly Rent \$ _____

Lease Taken By _____ Access # _____ Special Offered _____

IMPORTANT INFORMATION / CONTACTS

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ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR OCCUPANTS

- Occupants, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- For Occupants who must present their Passport, Visa, and I-94 Form, the I-94 Form must be valid at lease commencement or when an Occupant is added to a current lease agreement. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term.
- If the Occupant records an ITIN on their application, follow the criteria for verification of the ITIN listed above under the title "ITIN Information" identified above.
- Run individual Social Searches and Multi-State Sexual Offender (MSSO) Reviews for each Occupant Applicant who records a SSN or an ITIN on their application. Click on "Social Search" on the main menu of www.residentscreening.net; the MSSO check prints automatically with the Social Search.
- Do not run credit reports, registry reports or Scorex reports for Occupant Applicants.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Occupant Applicants who do not have a SSN or an ITIN, a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information; the laws vary per state.

A. IDENTITY CHECK – Applicant must have one (1) of the following:

1. Valid U.S. Driver's License (DL), Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other _____
- ☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
- ☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
- DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport – A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
- ☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
- ☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
- ☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
- ☐ Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem--an expired I-94 or I-94W Form is. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term, but the I-94 Form must be valid at lease commencement.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
- ☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
- ☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐ _____ (Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check; ☐, initials _____ ■ Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

OCCUPANT'S APPLICATION DECISION

MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐

☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____

☐ DISAPPROVED BY _____ Date _____

Check Reason for Disapproval:

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable Information
- ☐ Inconsistent Information
- ☐ Does not have a legal right to be in the United States (decision based on applicant's immigration and/or citizenship status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in United States
- ☐ Expired Government Photo Identification (e.g. U.S. Driver's License)

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

OCCUPANT Applicant Name _____ Lot # _____

Pls.' Ex. 18

8/25/2010



A.J. DWOSKIN & ASSOCIATES, INC.

MOBILE HOME PARK APPLICATION

AS LEASEHOLDER

(EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS:

- ☐ 2-4 Most Recent, Back-to-Back Pay Stubs
 ☐ Original Social Security Card **OR**
☐ Original Valid Government Issued Photo Identification
 ☐ Original Passport, Visa, and I-94 Form

APPLICANT INFORMATION

First Name _____ M.I. _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____
 Home # _____ Work # _____ Cell # _____ E-Mail Address _____

OTHER OCCUPANTS

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____
 Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

PETS

Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____
 Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____

*Note: Copies of current veterinary records may be required at move-in.***CONSECUTIVE RESIDENT HISTORY (Minimum 3 Years)**

Present Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Are you a Leaseholder/Owner (circle one)? _____
 Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____
 Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
 Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____
 Landlord Name/Management/Mortgage Company _____ Phone # _____

PERTINENT QUESTIONS

Do you have a legal right to be in the United States? _____ Yes, because I am a United States citizen.
 _____ Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department.
 Yes/No _____ No.

Have you ever applied or lived at an A.J. Dwoskin & Associates, Inc. community? If yes, when? _____ and what property? _____
 Have you ever foreclosed on a home or are you currently in the process of having a home foreclosed? If yes, when? _____
 Have you ever been evicted or are you currently in the process of being evicted from any leased premises?
 Have you ever owed monies to a prior landlord? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
 Have you ever owed monies to a major utility company? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
 Have you ever filed bankruptcy? If yes, when? _____ Please provide written proof of the discharge or dismissal upon request.
 Have you ever been convicted of or plead guilty or "no contest" to a felony (whether or not resulting in a conviction)?
 Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)?

NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.

Page 2
MOBILE HOME PARK APPLICATION
AS LEASEHOLDER

EMPLOYMENT HISTORY

Employer at Time of Move-In _____ Full Work Address _____ City/State _____ Zip Code _____ Employed Since _____
Position _____ Human Resources Phone # _____ Gross Monthly Salary \$ _____ E-Mail Address _____

ADDITIONAL INCOME

Additional Monthly Income \$ _____ Source _____ Contact: _____ Phone # _____
Additional Monthly Income \$ _____ Source _____ Contact: _____ Phone # _____

MOBILE HOME INFORMATION

IF YOU ARE APPROVED TO LIVE AT OUR MOBILE HOME PARK, THIS SECTION MUST BE COMPLETED PRIOR TO SIGNING THE LEASE AGREEMENT. YOU WILL NOT BE PERMITTED TO SIGN YOUR LEASE OR MOVE IN UNTIL WE ARE PROVIDED WITH THE FOLLOWING INFORMATION, INCLUDING PROOF OF INSURANCE. Residents are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Make & Model Name _____ Owner's Name _____

Vehicle Identification # (VIN#) _____ State Registered _____

Is the Mobile Home Paid in Full? ☐ Yes ☐ No If no, what is or what will be your monthly mortgage? \$ _____

If Mobile Home IS paid in full, please provide a copy of the Title from the Department of Motor Vehicles (DMV).

If Mobile Home is NOT paid in full, please provide the following information below:

Finance Company _____ Account # _____

Mailing Address _____ City, State, Zip _____

Telephone # _____ Contact Person _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name _____ Full Street Address _____

City, State, Zip _____ Relationship to You _____ Phone # (Including area code) _____

APPLICATION FEE

Applicant has remitted the sum of \$ _____, which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit.

I hereby deposit the sum of \$ _____ with Management as a good faith deposit in connection with this rental application. If for any reason Management disapproves my application, Management will refund the good faith deposit to me in full within ten (10) days from disapproval.

I authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.

NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR APPLICATION OR IMMEDIATE TERMINATION OF YOUR LEASE.

Applicant's Signature as LEASEHOLDER _____ **Date** _____



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Circle Selected Mobile Home Park: Forest Park / Waples / Bull Run / Bel Air

Move-In Date _____ Lot # _____ Monthly Rent \$ _____

Lease Taken By _____ Access # _____ Special Offered _____

IMPORTANT INFORMATION / CONTACTS

- Social Security Administration – 1 (800) 772-1213, www.socialsecurity.gov ■ Internal Revenue Service – 1 (800) 829-1040, www.irs.gov
- United States Citizenship and Immigration Services (USCIS) – 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center – 1 (800) 375-5283

New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.

ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR LEASEHOLDERS and Guarantors

- Leaseholders, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants' policy (red reference manual, tab "RegistryScorex").
- Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs, and for Leaseholder Applicants who have ITINs. Credit reports for those Leaseholder Applicants who have ITINs are often times short in length.
- If an ITIN is recorded on a Leaseholder application and the pay stubs reflect a different 9-digit number, which appears to be a SSN, ask your applicant about the discrepancy. Record and attach their reply on the application. If applicable, run a Social Search using the number that appears on the pay stubs to see if the number truly belongs to your applicant. If yes, run all consumer reports with the discovered SSN. If the Social Search information is inconsistent with your applicant's name, see your Property Manager.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN, a Sexual Offender Registry check (SOR) must be done through www.preventabuse.now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information.
- Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States.

A. IDENTITY CHECK – Applicant must have one (1) of the following:

- Valid U.S. Driver's License (DL), Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other _____
☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
 DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport – A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
- ☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
- ☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
- ☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
- ☐ Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem—an expired I-94 or I-94W Form is.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
- ☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
- ☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐ _____ (Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check; ☐ initials _____ ■ Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

LEASEHOLDER'S APPLICATION DECISION

REGISTRY SCOREX SCORE(S): INDIVIDUAL _____ JOINT _____

MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____☐ DISAPPROVED BY _____ Date _____**Check Reason for Disapproval:**

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable Information
- ☐ Inconsistent Information
- ☐ Discovered Eviction - applicant answered "No" to eviction question / Eviction within last 18 months
- ☐ Does not have a legal right to be in the United States (based on immigration & citizenship status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in United States
- ☐ Expired Government Photo Identification (e.g. U.S. Driver's License)
- ☐ Applicant owes/owed monies (\$1,000.00 or higher) to a prior landlord and/or to a major utility within last 18 months
- ☐ Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or unable to verify proof given

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

Contact / Acceptance Dates, Times, # Called, Initials: _____

Conversation Notes/Contents of Message: _____

LEASEHOLDER Applicant Name _____ Lot # _____

Pls.' Ex. 19

8/25/2010



A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION AS OCCUPANT

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS:
☐ Original Valid Government Issued Photo Identification ☐ Original Social Security Card **OR** ☐ Original Passport, Visa, and I-94 Form
APPLICANT INFORMATION

First Name _____ M.I. _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____

Home # _____ Work # _____ Cell # _____ E-Mail Address _____

CURRENT RESIDENCE

Present Address _____ Street _____ Apt. # _____ City _____ State/Zip _____

LEASEHOLDER(S) NAME

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

PETS

Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____

Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____

*Note: Copies of current veterinary records may be required at move-in.***PERTINENT QUESTIONS**

Do you have a legal right to be in the United States? _____ Yes, because I am a United States citizen.
 _____ Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department.
 Yes/No _____ No.

_____ Have you ever applied or lived at an A.J. Dvoskin & Associates, Inc. community? If yes, when? _____ and what property? _____

_____ Have you ever been convicted of or plead guilty to a felony (whether or not resulting in a conviction)? _____

_____ Have you ever been convicted of or plead guilty to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)? _____

NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.**EMPLOYMENT HISTORY**

Employer at Time of Move-In _____ Work Phone # (Including area code) _____

Full Work Address _____ City, State, Zip _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name _____ Full Street Address _____

City, State, Zip _____ Relationship to You _____ Phone # (Including area code) _____

APPLICATION FEE

Applicant has remitted the sum of \$ _____ which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit.

I authorize A.J. Dvoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dvoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.

NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR OCCUPANCY OR IMMEDIATE OCCUPANCY TERMINATION WHICH MAY LEAD TO TERMINATION OF THE LEASE.

Applicant's Signature as OCCUPANT _____ Date _____



WAPLES00000774

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Circle Selected Mobile Home Park: Forest Park / Waples / Bull Run / Bel Air

Move-In Date _____ Lot # _____ Monthly Rent \$ _____

Lease Taken By _____ Access # _____ Special Offered _____

IMPORTANT INFORMATION / CONTACTS

- Social Security Administration – 1 (800) 772-1213, www.socialsecurity.gov ■ Internal Revenue Service – 1 (800) 829-1040, www.irs.gov
 ■ United States Citizenship and Immigration Services (USCIS) – 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center – 1 (800) 375-5283

New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.

ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR OCCUPANTS

- Occupants, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- For Occupants who must present their Passport, Visa, and I-94 Form, the I-94 Form must be valid at lease commencement or when an Occupant is added to a current lease agreement. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term.
- If the Occupant records an ITIN on their application, follow the criteria for verification of the ITIN listed above under the title "ITIN Information" identified above.
- Run individual Social Searches and Multi-State Sexual Offender (MSSO) Reviews for each Occupant Applicant who records a SSN or an ITIN on their application. Click on "Social Search" on the main menu of www.residentscreening.net; the MSSO check prints automatically with the Social Search.
- Do not run credit reports, registry reports or Scorex reports for Occupant Applicants.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Occupant Applicants who do not have a SSN or an ITIN, a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information; the laws vary per state.

A. IDENTITY CHECK – Applicant must have one (1) of the following:**1. Valid U.S. Driver's License (DL), Walker's Identification (WI) issued by the Department of Motor Vehicles (DMV) or Other** _____

- ☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
 DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport – A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card – An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
☐ Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem--an expired I-94 or I-94W Form is. For Occupants only, it is not a problem if the expiration date of the I-94 Form expires during the lease term, but the I-94 Form must be valid at lease commencement.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐ _____ (Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check; ☐ initials _____ ■ Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

OCCUPANT'S APPLICATION DECISION

MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____☐ DISAPPROVED BY _____ Date _____**Check Reason for Disapproval:**

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable Information
- ☐ Inconsistent Information
- ☐ Does not have a legal right to be in the United States (decision based on applicant's immigration and/or citizenship status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in United States
- ☐ Expired Government Photo Identification (e.g. U.S. Driver's License)

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

OCCUPANT Applicant Name _____ Lot # _____

Pls.' Ex. 20



A.J. DWOSKIN
& ASSOCIATES, INC.

APPLICATION FOR RESIDENCY

AS LEASEHOLDER

(EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICANT INFORMATION

First Name _____ M.I. _____ Last Name _____ Other Last Names Used _____ Social Security # /IRS Taxpayer ID# _____ Date of Birth _____
Home # _____ Work # _____ Cell # _____ E-Mail Address _____

OTHER OCCUPANTS

Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____
Name _____ Age _____ Relationship _____ Name _____ Age _____ Relationship _____

PETS

Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____
Type of Pet _____ Breed _____ Pet Name _____ Age _____ Weight at Maturity _____ Color _____

Note: Copies of current veterinary records and a photo of your pet(s) may be required at move-in.

CONSECUTIVE RESIDENT HISTORY (Minimum 3 Years)

Present Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
Monthly Rent/Mortgage \$ _____ Are you a Leaseholder/Owner? _____ If you are an Owner, is the home paid in full? _____
Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
Monthly Rent/Mortgage \$ _____ Were you a Leaseholder/Owner? _____ Do you still own the home? _____ Is it paid in full? _____
Landlord Name/Management/Mortgage Company _____ Phone # _____

Previous Address _____ Street _____ Apt. # _____ City _____ State/Zip _____ Move-In Date _____
Monthly Rent/Mortgage (circle one) \$ _____ Were you a Leaseholder/Owner (circle one)? _____
Landlord Name/Management/Mortgage Company _____ Phone # _____

PERTINENT QUESTIONS

How did you initially hear about our Community? _____

Do you have a legal right to be in the United States? _____ Yes, because I am a United States citizen.
_____ Yes, because I have valid documentation from the United States Citizenship and Immigration Services (USCIS), (formerly the Bureau of Citizenship and Immigration Services or the U.S. Immigration and Naturalization Service) or from the State Department.
_____ No.

Have you ever applied or lived at an A.J. Dwoskin & Associates, Inc. community? If yes, when? _____ and what property? _____
Have you ever foreclosed on a home or are you currently in the process of having a home foreclosed? If yes, when? _____
Have you ever been evicted or are you currently in the process of being evicted from any leased premises? _____
Have you ever owed monies to a prior landlord? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
Have you ever owed monies to a major utility company? If yes, when? _____ Is the amount paid in full? _____ If yes, when was it paid? _____
Have you ever filed bankruptcy? If yes, when? _____ Please provide written proof of the discharge or dismissal upon request.
Have you ever been convicted of or plead guilty or "no contest" to a felony (whether or not resulting in a conviction)? _____
Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction)? _____

NOTE: If yes was answered for any of the questions within this section, please provide written explanation on the back of this application.

EMPLOYMENT HISTORY

Employer at Time of Move-In _____ Full Work Address _____ City/State _____ Zip Code _____ Employed Since _____
Position _____ Human Resources Phone # _____ Gross Monthly Salary \$ _____ E-Mail Address _____

EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU

Name _____ Full Street Address _____
City, State, Zip _____ Relationship to You _____ Phone # (Including area code) _____

APPLICATION FEE AND RESERVATION FEE / AMENITY FEE

Applicant has remitted the sum of \$ _____ which is a non-refundable payment for processing this application. Such sum is not a rental payment or security deposit. Applicant submits with this application the sum of \$ _____ which shall be held by Management to reserve an apartment/townhouse when all required information is obtained. The Reservation Fee will be deemed non-refundable upon approval and message notification. The applicant will have until close of business the next business day (see office hours) to verbally accept approval terms before fee is forfeited and apartment/townhouse reservation is released. Lease is to be signed by applicant(s) within five (5) days of notification of acceptance or move-in, whichever occurs first. Upon the execution of the Lease, this payment will be treated as a non-refundable Amenity Fee as described in the Lease.

I authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.

NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR APPLICATION OR IMMEDIATE TERMINATION OF YOUR LEASE.

Applicant's Signature as LEASEHOLDER _____

Date _____



WAPLES00000777

Δ π EXHIBIT 12

Deponent: Easton

Date: 12-21-16

Rpt: fox

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Page # 10513
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RECEIPT DATE _____

Move-In Date _____ Bldg/Apt/TH # _____ Monthly Rent \$ _____ Apt Class _____ Lease Term _____

Lease Taken By _____ Guest Card # _____ Application # _____ Special Offered _____

Media Source _____

IMPORTANT INFORMATION / CONTACTS

■ Social Security Administration - 1 (800) 772-1213, www.socialsecurity.gov ■ Internal Revenue Service - 1 (800) 829-1040, www.irs.gov

■ United States Citizenship and Immigration Services (USCIS) - 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center - 1 (800) 375-5283

New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.

ITIN Information

The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarily presented the documents.

GUIDELINES FOR LEASEHOLDERS and Guarantors

- Leaseholders, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States.
- All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants' policy (red reference manual, tab "RegistryScorex").
- Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs, and for Leaseholder Applicants who have ITINs. Credit reports for those Leaseholder Applicants who have ITINs are often times short in length.
- If an ITIN is recorded on the Leaseholder application and the pay stubs reflect a different 8-digit number, which appears to be a SSN, ask your applicant about the discrepancy. Record and attach their reply on the application. If applicable, run a Social Search using the number that appears on the pay stubs to see if the number truly belongs to your applicant. If yes, run all consumer reports with the discovered SSN. If the Social Search information is inconsistent with your applicant's name, see your Property Manager.
- Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN, a Sexual Offender Registry check (SOR) must be done through www.prevent-abuse-now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information.
- Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States.

A. IDENTITY CHECK - Applicant must have one (1) of the following:**1. Valid U.S. Driver's License (DL) or Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other**

- ☐ Cross-Reference Application with DL or WI ■ ☐ Photo identification matches face in front of you (copy after approval) ■ ☐ Date of Birth _____
- ☐ Signature on U.S. Driver's or Walker's matches the signature on the application ■ DL# or WI# _____ ■ DL or WI Issue Date _____
- DL or WI Exp Date _____ ■ Full Address _____

2. Passport

Passport - A passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission.

- ☐ File copy of the complete passport including the passport # and country of origin
- ☐ Photo identification matches face in front of you and make file copy

3. Employment Authorization Card

Employment Authorization Card - An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time.

- ☐ Photo identification matches face in front of you and make file copy
- ☐ Signature on the EAD matches the signature on the application

B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT HAVE A SOCIAL SECURITY NUMBER**Permanent Resident**

- ☐ Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card)
- ☐ Certificate of Naturalization

Specialized Permanent Resident

- ☐ Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
- ☐ Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS

If the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please note that an expired Visa is not a problem--an expired I-94 or I-94W Form is.

Visitor / Tourist

- ☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status
- ☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure

Temporary Workers

- ☐ H-1B, H-1C, H-2A, H-2B, H-3, H-4, H-2, H-3, or H-4

Academic Student

- ☐ F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status and Form I-20 (document issued by the school proving admission)
- ☐ Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a 2.0 (on a 4.0 system) or better.

Other: ☐

(Must be approved by Corporate Office)

Special Notes: ■ If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check: ☐ initials _____ ■ Most visitor, tourist and student-Visas do not allow the individual to work in the U.S.

REGISTRY SCOREX SCORE(S): INDIVIDUAL _____ JOINT _____ MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐

☐ APPROVED BY _____ WITH CONDITIONS: _____ Date _____

☐ DISAPPROVED BY _____ Date _____

Check Reason for Disapproval:

- ☐ Applicant will not answer all questions on application
- ☐ Background Check (Felony and/or MSSO/SOR Match)
- ☐ Information received from consumer reporting agency(ies)
- ☐ Information received from party other than consumer reporting agency(ies)
- ☐ Unverifiable / Unavailable / Inconsistent Information
- ☐ Discovered Eviction - applicant answered "No" to eviction question / Eviction within last 3 years
- ☐ Does not have a legal right to be in the United States (decision based on applicant's citizenship or immigration status)
- ☐ Expired / Unavailable / Unverifiable Documentation for Verification in the United States
- ☐ Expired / Unavailable Government Photo Identification (e.g. Driver's License)
- ☐ Applicant owes/owed monies (\$1,000.00 or higher) to a prior landlord and/or to a major utility within last 3 years
- ☐ Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company
- ☐ No proof of payment provided or unable to verify proof given

Date of Application Withdrawal or Cancellation _____ Your Initials _____ Reason _____

Contact / Acceptance Dates, Times, # Called, Initials: _____

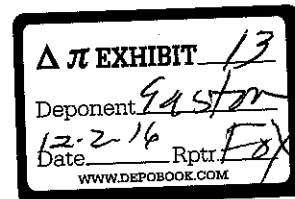
Conversation Notes/Contents of Message Left: _____

Applicant Name as LEASEHOLDER

PageID# 10514

Unit/Apartment/Townhouse #

Pls.' Ex. 21



8/12/13

APPLICATION FOR RESIDENCY - PLEASE COMPLETE EVERY QUESTION
(Each Leaseholder must submit a separate application)

APPLICANT INFORMATION

FULL NAME (LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr. Sr.) _____
 DOB _____ SOCIAL SECURITY # _____ SEX _____ MARITAL STATUS _____ (optional)
 OCCUPATION _____ GROSS ANNUAL INCOME (from all sources) _____
 DRIVER'S LICENSE # _____ STATE _____ EMAIL _____ CELL PHONE _____
 HOW DID YOU FIND OUT ABOUT US: _____

VEHICLE	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR

LIST OTHERS TO RESIDE IN APARTMENT AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS:

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	DOB	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION	UNITED ONLY

NOTE: Please provide occupancy history for previous 36 months

PRESENT ADDRESS:

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (if at present address less than 36 months):

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (if at present address less than 36 months):

STREET _____ APT# _____
 CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
 RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT _____
 LANDLORD/LENDER (CIRCLE ONE) _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN: (Please provide employment history for previous 24 months)

NAME _____ STREET _____ CITY _____
 STATE _____ ZIP _____ PHONE _____ EMPLOYMENT START DATE _____ POSITION _____
 SALARY _____ SUPERVISOR OR HR CONTACT _____ PHONE _____

PREVIOUS EMPLOYER:

NAME _____ FROM _____ TO _____ SALARY _____

OTHER INCOME:

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU):

1st NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____
 2nd NAME _____ RELATIONSHIP _____ PHONE # _____
 STREET _____ CITY _____ STATE _____ ZIP _____

ARE YOU LEGALLY ELIGIBLE TO LIVE IN THE UNITED STATES: (Please check one)

- ☐ Yes, I am a U.S. Citizen
☐ Yes, I have valid documentation from the U.S. Immigration and Naturalization Service (INS) that allows me to be in the country;
 List source of documentation _____ List ID# _____

If you have an Individual Tax ID #, please provide in the following space _____

- ☐ No
☐ Have you ever been convicted of or plead guilty or "no contest" to any crime? Yes/No
☐ Have you ever been convicted of or plead guilty or "no contest" to a misdemeanor involving sexual misconduct
 (whether or not resulting in a conviction)? Yes/No

ADDITIONAL INFORMATION: (Check whichever applies)

- ☐ I Do Have a Water Bed ☐ I Do Not Have a Water Bed
☐ I Do Have a Fish Tank ☐ I Do Not Have a Fish Tank

NOTE: Renter's Insurance is required if you have a water bed or fish tank. Proof of insurance must be provided prior to move-in.

PET INFORMATION: (I I Will Not Be Bringing A Pet) (I I Will Be Bringing A Pet):

TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____
 TYPE _____ BREED _____ HEIGHT _____ WEIGHT _____

NOTE: Keeping pets requires consent of management, payment of applicable fees/deposits, and execution of Pet Addendum. Service animals are not considered pets.

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the rental of housing based on race, color, religion, sex, handicap, familial status or national origin. The Federal Agency, which administers compliance with this law, is the U.S. Department of Housing and Urban Development.

The undersigned applicant and/or co-signer represents that all of the above statements are true and correct and hereby authorizes verification of the above information. If such information proves to be false or misleading, Owner shall have the right to deny this application. The undersigned applicant and/or co-signer hereby consents to allow A.J. Duoskin ("Owner"), himself or through its designated agents or employees, to obtain a consumer report and criminal record and to obtain and verify credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant and/or co-signer agrees and understands that Owner and its agents and employees may obtain additional consumer reports and criminal records in the future to update or review my account. Upon my request, Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any consumer reporting agency that provided such reports. The undersigned applicant and/or co-signer understands that the application fee is non-refundable.

APPLICANT

DATE

Revised 08/12/2013



WAPLES00000780

Pls.' Ex. 22

APPLICATION FOR RESIDENCY - PLEASE COMPLETE EVERY QUESTION
(Each Leaseholder must submit a separate application)

12/4/15

APPLICANT INFORMATION

FULL NAME(LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr. Sr.) _____
DOB: ____/____/____ SOCIAL SECURITY # _____ SEX _____ MARITAL STATUS _____ (optional)
OCCUPATION _____ GROSS ANNUAL INCOME (from all sources) _____
DRIVER'S LICENSE # _____ STATE _____ EMAIL _____ CELL PHONE _____
HOW DID YOU FIND OUT ABOUT US: _____

VEHICLES	TYPE	COLOR	MAKE	LICENSE PLATE #	STATE	YEAR

LIST OTHERS TO RESIDE IN APARTMENT AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS:

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION

Note: Please provide occupancy history for previous 36 months

PRESENT ADDRESS:

STREET _____ APT# _____
CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than 36 months):

STREET _____ APT# _____
CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than 36 months):

STREET _____ APT# _____
CITY _____ STATE _____ ZIP _____ HOME PHONE # _____
RENT OR OWN? _____ DATES(from) _____ (to) _____ MONTHLY PAYMENT _____
LANDLORD/LENDER (CIRCLE ONE): _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN: (Please provide employment history for previous 24 months)

NAME _____ STREET _____ CITY _____
STATE _____ ZIP _____ PHONE _____ EMPLOYMENT START DATE _____ POSITION _____
SALARY _____ SUPERVISOR OR HR CONTACT _____ PHONE _____

PREVIOUS EMPLOYER:

NAME _____ FROM: _____ TO: _____ SALARY: _____

OTHER INCOME:

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU):

(1) NAME _____ RELATIONSHIP _____ PHONE # _____



Pls.' Ex. 23

1/28/2016

MOBILE HOMES PARKS**APPLICATION FOR RESIDENCY-PLEASE COMPLETE EVERY QUESTION**

(Each Leaseholder must submit a separate application)

FULL NAME (LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr.Sr.) _____
DOB: ____/____/____ SOCIAL SECURITY # _____ SEX _____ MARITAL STATUS _____ (Optional)
OCCUPATION _____ GROSS ANNUAL INCOME (from all sources) _____
DRIVER'S LICENSE # _____ STATE _____ EMAIL _____ CELL PHONE _____

VEHICLES	TYPE	COLOR	MAKE	LICENSE PLATE	STATE	YEAR

LIST OTHERS TO RESIDE IN MOBILE HOME AND CHILDREN WHO WILL VISIT ON A PERMANENT BASIS.

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION

Note. Please provide occupancy history for previous three years

PRESENT ADDRESS.

STREET _____ APT # _____
CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____
RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____
LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than three years).

STREET _____ APT # _____
CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____
RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____
LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (If at present address less than three years).

STREET _____ APT # _____
CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____
RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____
LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN.

NAME _____ STREET _____
CITY _____ STATE _____ ZIP CODE _____ PHONE _____
EMPLOYMENT START DATE _____ POSITION _____ SALARY \$ _____
SUPERVISOR OR HUMAN RESOURCES CONTACT _____ PHONE _____

OTHER INCOME.

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU)

Pls.' Ex. 24

7/27/2016

MOBILE HOMES PARKS

APPLICATION FOR RESIDENCY-PLEASE COMPLETE EVERY QUESTION

(Each Leaseholder must submit a separate application)

FULL NAME (LAST) _____ (FIRST) _____ (MIDDLE) _____ GENERATION (Jr.Sr.) _____

DOB. _____ SOCIAL SECURITY # _____ SEX _____

OCCUPATION _____ GROSS ANNUAL INCOME (from all sources) _____

DRIVER'S LICENSE # _____ STATE _____ EMAIL _____ CELL PHONE _____

VEHICLES	TYPE	COLOR	MAKE	LICENSE PLATE	STATE	YEAR

LIST OTHERS TO RESIDE IN MOBILE HOME BESIDES YOU (Social Security Number not needed for minors).

FULL LEGAL NAME	SOCIAL SECURITY #	RELATIONSHIP	SEX	DATE OF BIRTH	ANNUAL INCOME	OCCUPATION

Note: Please provide occupancy history for previous three years

PRESENT ADDRESS.

STREET _____ APT # _____

CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____

RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____

LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (if at present address less than three years).

STREET _____ APT # _____

CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____

RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____

LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

PREVIOUS ADDRESS (if at present address less than three years).

STREET _____ APT # _____

CITY _____ STATE _____ ZIP CODE _____ HOME PHONE # _____

RENT OR OWN? _____ DATES (from) _____ (to) _____ MONTHLY PAYMENT \$ _____

LANDLORD/LENDER (CIRCLE ONE); _____ CONTACT PHONE # _____

EMPLOYER AT TIME OF MOVE-IN.

NAME _____ STREET _____

CITY _____ STATE _____ ZIP CODE _____ PHONE _____

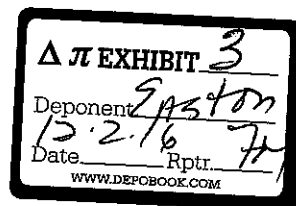
EMPLOYMENT START DATE _____ POSITION _____ SALARY \$ _____

SUPERVISOR OR HUMAN RESOURCES CONTACT _____ PHONE _____

OTHER INCOME.

TYPE OF INCOME	SOURCE	GROSS ANNUAL AMOUNT

RELATIVES/EMERGENCY CONTACT (NOT RESIDING WITH YOU).



Pls.' Ex. 25

MOBILE HOME LEASE AGREEMENT

Project: Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 20th day of March, 2015, by and between A. J. DWOSKIN & ASSOCIATES, INC., AGENT for :
Waples Mobile Home Park (Owner), hereinafter called Lessor, and Felix Bolanos jointly and severally (if applicable) hereinafter called Lessee.
WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as Lot 4227 Stackler, : Waples Mobile Home Park, Fairfax , Virginia ("Lot").

TERM AND RENT

The term of this lease shall be for the period of 12 months, commencing on the 1st day of April , 2015 fully ending at midnight on the 31st day of March , 2016 hereinafter called the "Lease Term", for the total rent of Eight Thousand Nine Hundred Forty Dollars (\$8940.00), payable in equal monthly installments of Seven Hundred Forty Five Dollars (\$745.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

1. **LATE CHARGE.** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.

2. **SECURITY DEPOSIT.** The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$670.00 security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

3. **POSSESSION.** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 Code of Virginia, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.

4. **RULES AND REGULATIONS.** The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park.

5. **UNLAWFUL USE, DISTURBING NOISES, ETC.** The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. **OCCUPANTS.** Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.



Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. LIABILITY OF LESSOR. All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utility for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9. HOLDING OVER / RENEWAL. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

Proof of identity, copy of the title or sales agreement and proof of active insurance will be required not only upon move-in date and initial lease signing, but upon renewal. NO renewals will be considered as executed unless these items are provided at signing.

10. MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12. LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 *Code of Virginia*, as amended, and to employ such other remedies as are authorized by law.

13. **ATTORNEY'S FEE.** In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$200.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14. **WAIVING OF ONE BREACH NOT A GENERAL WAIVER.** No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.


15. **SECURITY INTERESTS IN MOBILE HOME.** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable):

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. **MANUFACTURED HOME LOT RENTAL ACT.** The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC.
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030-2879

WITNESS: _____	DATE _____	BY: 	DATE <u>3/24/15</u>
WITNESS: _____	DATE _____	BY: PARK MANAGER, Josephine Giambanco	DATE _____
WITNESS: _____	DATE _____	BY: LESSEE (Tenant) Felix Bolanos	DATE _____
		BY: LESSEE (Tenant)	DATE _____

Pls.' Ex. 26

Pls.' Ex. 27

Pls.' Ex. 28

LESSOR AND LESSEE

This Agreement made this 18th day of January 2011 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R. Moya jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11259 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot")

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2011 fully ending at midnight on the 31st day of January 2012 (hereinafter called the Lease Term) for the total rent of Seven Thousand Seven hundred and forty Dollars (\$7740 00) payable in equal monthly installments of Six hundred and forty five Dollars (\$645 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is wilful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park "Drug related criminal activity" shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's wilful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000

8 UTILITIES Except as otherwise directed, the Lessor the Lessee shall pay to the Lessor within (10) days after receipt by the Lessee of the Lessor's bill therefore all charges for water and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant, provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

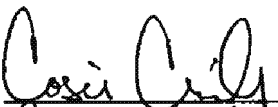

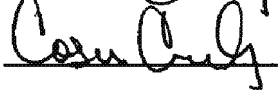
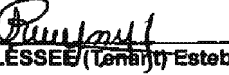
15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES INC.
9302 Lee Highway, Suite 300
Fairfax, Virginia 22031-1214

WITNESS		DATE	01/18/11	BY		DATE	2-1-11
					PROPERTY MANAGER Sabiha Noorzai		
WITNESS		DATE	01/18/11	BY		DATE	01-18-11
					LESSEE (Tenant) Esteban R Moya		
WITNESS	_____	DATE	_____	BY	_____	DATE	_____
					LESSEE (Tenant)		
WITNESS	_____	DATE	_____	BY	_____	DATE	_____
					LESSEE (Tenant)		

Pls.' Ex. 29

Pls.' Ex. 30

LESSOR AND LESSEE

This Agreement made this 9th day of February 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert D Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11250 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2012 fully ending at midnight on the 31st day of January 2013 (hereinafter called the Lease Term) for the total rent of eight thousand forty Dollars (\$8040 00) payable in equal monthly installments of six hundred seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000

8 UTILITIES Except as otherwise directed by the Lessor the Lessee shall pay to the Lessor within (10) days after receipt by the Lessee of the Lessor's bill therefore all charges for water, sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 **HOLDING OVER** Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 **MILITARY TRANSFERS** If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 **ACTION BY LESSOR UPON DEFAULT** Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 **LIEN FOR RENT AND OTHER SUMS** The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended, and to employ such other remedies as are authorized by law.

13 **ATTORNEY'S FEE** In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 **WAIVING OF ONE BREACH NOT A GENERAL WAIVER.** No waiver of any breach of any covenant, provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 **SECURITY INTERESTS IN MOBILE HOME** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest or settlement of security interest.

16 **MANUFACTURED HOME LOT RENTAL ACT** The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A JUDWOSKIN & ASSOCIATES INC
9302 Lee Highway Suite 300
Fairfax Virginia 22031 1214

WITNESS [Signature] DATE 2/13/12 BY [Signature] DATE 2-13-12
PROPERTY MANAGER Sabina Nozari
WITNESS [Signature] DATE 2/9/12 BY [Signature] DATE 2/9/12
LESSEE (Tenant) Mario Medina
WITNESS [Signature] DATE 2/9/12 BY [Signature] DATE 2/9/12
LESSEE (Tenant) Herbert D Saravia-Cruz
WITNESS _____ DATE _____ BY _____ DATE _____
LESSEE (Tenant)

Pls.' Ex. 31

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 24th day of January 2014 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 02 11250 Mobile Dr Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2014 fully ending at midnight on the 31st day of January 2015 hereinafter called the Lease Term") for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640 00) payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment in the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check in addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful In which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

Upon twenty four (24) hours written notice which may be delivered to the mobile home Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment. Lessee will pay related deposits and any charges, fees or services on such utilities. Lessee must not allow utilities to be disconnected - including disconnection for not paying your bills - until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub-metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease, or any of the rules or regulations of the Mobile Home Park, two (2) times within a six (6) month period, or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited

to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof


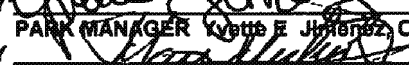
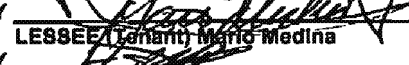
15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest change of existing security interest or settlement of security interest

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13.3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES INC
3201 Jermantown Road Suite 700
Fairfax Virginia 22030 2879

WITNESS _____	DATE _____	BY 	DATE <u>1-28-14</u>
		PARK MANAGER Yvette E. Jaramaz, Office Assistant	
WITNESS _____	DATE _____	BY 	DATE <u>1-28-14</u>
		LESSEE (Tenant) Mario Medina	
WITNESS _____	DATE _____	BY 	DATE <u>1-28-14</u>
		LESSEE (Tenant) Herbert Saravia Cruz	

Pls.' Ex. 32

MOBILE HOME LEASE AGREEMENT

Project: Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this **27th** day of **May, 2014**, by and between **A. J. DWOSKIN & ASSOCIATES, INC., AGENT** for :
Waples Mobile Home Park (Owner), hereinafter called Lessor, and **Jose Reyes** jointly and severally (if applicable) hereinafter called Lessee.

WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as **Lot 02-11219 Mobile Drive, : Waples Mobile Home Park, Fairfax, Virginia ("Lot")**.

TERM AND RENT

The term of this lease shall be for the period of **12** months, commencing on the **1st day of June, 2014** fully ending at midnight on the **31st day of May, 2015** hereinafter called the "Lease Term"), for the **total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640.00)**, payable in equal **monthly installments of Seven Hundred and Twenty Dollars (\$720.00)** at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

1. LATE CHARGE. If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of **\$50.00** shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of **\$50.00** representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.

2. SECURITY DEPOSIT. The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of **\$439.00** security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

3. POSSESSION. The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 *Code of Virginia*, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.

4. RULES AND REGULATIONS. The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park.

5. UNLAWFUL USE, DISTURBING NOISES, ETC. The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. OCCUPANTS. Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any

Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. LIABILITY OF LESSOR. All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utility for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9. HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10. MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited

to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12. LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 *Code of Virginia*, as amended, and to employ such other remedies as are authorized by law.

UTILITY ADDENDUM

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the **1st** day of June, 2014 by and between **Jose Reyes** ("Owner"), by its agent A.J. Dvoskin & Associates, Inc. (collectively "Lessor") and **Jose Reyes** (collectively in the singular "Lessee") of **11219** Mobile Drive Fairfax, VA 22030 ("Lot").

1. **Payment of Utilities and Billing Methods:** Lessee will be responsible for payment of all utilities, including those as set forth below:

a. **Water/Sewer.**

- i. **Responsible Party:** Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☒ Lessor ☐ Third Party Utility Service Provider.

- ii. **Methodology:** If paid by Lessee, charges for this utility will based on one of the following methods

☐ A flat monthly rate of \$_____ per month;

☐ Lessee's actual use; or

☒ Ratio utility billing system (RUBS) –

1. **Occupant Factor:** In calculating Lessee's water/sewer bill, each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee's Lot as follows:

Number of Occupants	Occupant Factor
1	1.0
2	1.6
3	1.9
+1	+0.3

2. **Calculation:** Lessee's water and sewer bill will be calculated based upon the following methodology:

- First, all applicable water and sewer charges and costs are totaled for the billing period ("Total Property Utility Cost").
- Second, a common area deduction in the amount of 5% is applied to the Total Property Utility Cost ("Adjusted Bill").
- Third, the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor").
- Fourth, the Adjusted Bill is divided by the Total Occupant Factor ("Amount per Occupant").
- Fifth, the Amount per Occupant is multiplied by the Number of Occupants of for Lessee's Lot the product of which becomes Lessee's water and sewer bill for the applicable period.

b. **Trash.**

- i. **Responsible Party:** Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

- ii. **Methodology:** If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

c. **Gas.**

- i. **Responsible Party:** Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

- ii. **Methodology:** If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

d. **Electricity.**

- i. **Responsible Party:** Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

- ii. **Methodology:** If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

2. **Additional Service Charges:** Lessee is also responsible for payment of the following additional service charges:

- a. **Service Fee:** \$_____/Month
b. **Set-Up Fee:** \$_____/One Time Fee

14. **WAIVING OF ONE BREACH NOT A GENERAL WAIVER.** No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15. **SECURITY INTERESTS IN MOBILE HOME.** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable).

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. **MANUFACTURED HOME LOT RENTAL ACT.** The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC.
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030-2879

WITNESS: _____ DATE _____ BY: 198 DATE 5/28/14
WITNESS: _____ DATE _____ BY: PARK MANAGER, Josephine Giambanco DATE 5/28/14
WITNESS: _____ DATE _____ BY: LESSEE (Tenant) Jose Reyes DATE _____
LESSEE (Tenant)

3. **Payment.** Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.

a. **Electronic Billing:** Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.

4. **Third Party Utility Service Providers & Billing Providers:** Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

5. **Placing Utility Account in Name of Lessee.** Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee's move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS: _____	DATE: _____	BY: _____	DATE: 5/28/14
WITNESS: _____	DATE: _____	BY: <u>PARK MANAGER, Josephine Giambanco</u>	DATE: 5/28/14
WITNESS: _____	DATE: _____	BY: <u>LESSEE (Tenant) Jose Reyes</u>	DATE: _____
		BY: _____	DATE: _____
		LESSEE (Tenant)	

A.J. DWOSKIN
& ASSOCIATES, INC.
Real Estate Development & Management

Lease Addendum
Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leascholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a **\$100** fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws: for example, expired State inspection and local stickers and tags.

Permits Issued. A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

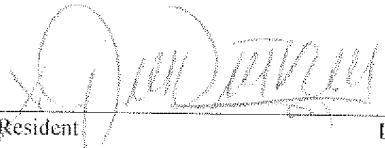
Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following:

1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency
2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.


Resident _____ Date _____


Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____


Management Representative _____ Date _____

State Farm

State Farm Fire and Casualty Company

1500 State Farm Blvd.
Charlottesville, VA 22909-0001

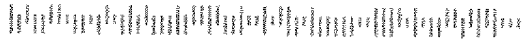
AT 1

G-07- 9B6F-FB6E

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ST-
0104-0008

Location:

SFPP No: 1064858507

Loss Settlement Provisions (See Policy)

B2 Depreciated Loss Settlement - Coverage B

Forms, Options, and Endorsements

Manufactured Home Policy	FP-7933.2
Amendatory Endorsement	FE-7299.8
Ordinance or Law Coverage	FE-5296
Mandatory Reporting Endorsement	FE-5801
Manufactured Home Endorsement	* FE-2400
Fire Department Service Charge	* FE-1357

*Effective: JUL 01 2014

Description: VOGUE

Serial No: NOFLL1AE404127

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Please help us update the data used to determine your premium. Contact your agent with the year your Manufactured Home's roof was last updated, including roof material.

RENEWAL CERTIFICATE

POLICY NUMBER

Manufactured Home Policy
JUL 01 2014 to JUL 01 2015THE POLICY PERIOD BEGINS AND ENDS AT
12:01 A.M. STANDARD TIME AT THE
RESIDENCE PREMISES

BILLED THROUGH SFPP

Coverages and Limits

Section I

A Dwelling	\$20,000
Dwelling Extension	2,000
B Personal Property	15,000
C Loss of Use	Actual Loss Sustained

Deductibles - Section I

All Losses	500
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Section II

L Personal Liability	\$500,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	5,000

Annual Premium	\$276.00
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Premium Reductions

Stability Discount	Included
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Thanks for letting us serve you...

Agent MICHAEL GARCIA

Telephone (703) 931-9500

Moving? See your State Farm agent.
See reverse for important information.

Prepared MAY 14 2014

WAPLES00000443

Pls.' Ex. 33

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile H

ark

LESSOR AND LESSEE

This Agreement made this 28th day of March 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Felix A Bolanos jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 4227 Stackler Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot")

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of April 2012 fully ending at midnight on the 31st day of March 2013 (hereinafter called the Lease Term") for the total rent of Eight Thousand and Forty Dollars (\$8040 00) payable in equal monthly installments of Six Hundred Seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 **LATE CHARGE** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 **SECURITY DEPOSIT** The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 **POSSESSION** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 **RULES AND REGULATIONS** The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 **UNLAWFUL USE DISTURBING NOISES ETC** The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity" shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 **OCCUPANTS** Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 **LIABILITY OF LESSOR** All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000

EXHIBIT

R. Rivas 2

11/1/16 mhr

Planet Depos, LLC

8 UTILITIES Except as otherwise directed by the Lessor, the Lessee shall pay to the Lessor within (10) days after receipt by the Lessee of the Lessor's bill therefore, all charges for water, sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods, and such determination shall be conclusive and binding on the Lessee. The Lessor may, by written notice to the Lessee, require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing, together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant, provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

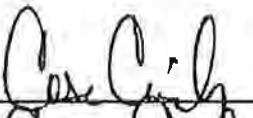

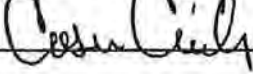

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWORKIN & ASSOCIATES, INC.
8302 Lee Highway, Suite 300
Fairfax, Virginia 22031-1214

WITNESS		DATE	3/28/12	BY		DATE	3/30/12
					PROPERTY MANAGER Sabina Noorzi		
WITNESS		DATE	3/28/12	BY		DATE	3-28-12
					LESSEE (Tenant) Felix A. Bolanos		
WITNESS	_____	DATE	_____	BY	_____	DATE	_____
					LESSEE (Tenant)		
WITNESS	_____	DATE	_____	BY	_____	DATE	_____
					LESSEE (Tenant)		

Pls.' Ex. 34

LESSOR AND LESSEE

This Agreement made this 7th day of May 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Felix A Bolanos jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 4227 Stackler Drive Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of April 2013 fully ending at midnight on the 31st day of March 2014 hereinafter called the Lease Term) for the total rent of Eight Thousand Three Hundred Forty Dollars (\$8340 00) payable in equal monthly installments of Six Hundred Ninety Five Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 **LATE CHARGE** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 **SECURITY DEPOSIT** The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 **POSSESSION** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 **RULES AND REGULATIONS** The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 **UNLAWFUL USE DISTURBING NOISES ETC** The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 **OCCUPANTS** Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

Upon twenty four (24) hours written notice which may be delivered to the mobile home Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement

7 **LIABILITY OF LESSOR** All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence



The Lessee agrees to keep the mobile home free of any conditions that may present a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$1,000,000.

8 UTILITIES Except as otherwise directed by the Lessor, the Lessee shall pay to the Lessor within ten (10) days after receipt by the Lessee of the Lessor's bill therefor all charges for water, sewer, and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods, and such determination shall be conclusive and binding on the Lessee. The Lessor may, by written notice to the Lessee, require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury, or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park, two (2) times within a six (6) month period, or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.


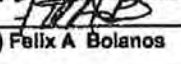
13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:
Name and address of dealer from whom mobile home purchased (if applicable):
Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A J DWOSKIN & ASSOCIATES, INC.
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030-2879

WITNESS _____	DATE _____	BY 	DATE <u>5-7-13</u>
WITNESS _____	DATE _____	PARK MANAGER 	DATE _____
WITNESS _____	DATE _____	LESSEE (Tenant) Felix A. Bolanos	DATE <u>5-7-13</u>
WITNESS _____	DATE _____	LESSEE (Tenant)	DATE _____

Pls.' Ex. 35

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this **25th** day of **March 2014** by and between **A J DWOSKIN & ASSOCIATES INC** AGENT for **Waples Mobile Home Park (Owner)** hereinafter called Lessor and **Felix Bolanos** jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as **Lot 04-4227 Stackler Waples Mobile Home Park Fairfax Virginia ("Lot")**

TERM AND RENT

The term of this lease shall be for the period of **12 months** commencing on the **1st day of April 2014** fully ending at midnight on the **31st day of March 2015** hereinafter called the **Lease Term**) for the total rent of **Eight Thousand Six Hundred and Forty Dollars (\$8640 00)** payable in equal monthly installments of **Seven Hundred and Twenty Dollars (\$720 00)** at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of **\$50 00** shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of **\$50 00** representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of **\$670 00** security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is wilful in which event Section 55-248.22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any

Upon twenty four (24) hours written notice which may be delivered to the mobile home Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR. All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment. Lessee will pay related deposits and any charges, fees or services on such utilities. Lessee must not allow utilities to be disconnected - including disconnection for not paying your bills - until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub-metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease, or any of the rules or regulations of the Mobile Home Park, two (2) times within a six (6) month period, or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited

to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended, and to employ such other remedies as are authorized by law.


13 **ATTORNEY'S FEE** In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$200.00 or 25% of all rent due and owing, whichever is greater, at the time judgment is obtained.

14 **WAIVING OF ONE BREACH NOT A GENERAL WAIVER** No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 **SECURITY INTERESTS IN MOBILE HOME** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:
Name and address of dealer from whom mobile home purchased (if applicable):
Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 **MANUFACTURED HOME LOT RENTAL ACT** The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC.
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030-2879

WITNESS _____	DATE _____	BY 	DATE <u>3-25-14</u>
WITNESS _____	DATE _____	BY <u>PARK MANAGER Yvette E. Jimenez</u>	DATE <u>3-25-14</u>
WITNESS _____	DATE _____	BY <u>LESSEE (Tenant) Felix Bolanos</u>	DATE _____
		BY <u>LESSEE (Tenant)</u>	

Pls.' Ex. 36

A.J. DWOSKIN
& ASSOCIATES INC
Real Estate Development & Management

Lease Addendum
Park Policies Rules and Regulations

This Lease Addendum is attached to and made a part of the lease A J Dwoskin & Associates (hereinafter referred to as Manager) is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park

Residents and all occupants including children adults and guests must comply with all policies regarding use of the Park

Security Manager and Owner and their respective employees and agents (hereinafter referred to as Affiliates) do not provide guarantee or warrant security Each resident has the responsibility to protect him/herself spouse children or guests Manager and Affiliates do not represent the Park is safe from criminal activities by third parties Neighborhood Crime Watch signs if any do not imply safety or security Resident(s) should call 911 if a crime occurs or is suspected

The existence of any perceived security devices such as cameras or other systems are not a guarantee of your personal safety or security and they are not a guarantee against criminal activity No representation is being made that they will be effective to prevent injury theft or vandalism Manager s representatives cannot physically be every place at every moment of the day or night Manager assumes no duties of security Manager reserves the right to cancel or reduce any security related mechanism without notice Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any systems designed to deter crime Under all circumstances residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible

Manager reserves the right to reduce modify or eliminate any security system security devices or service (other than those statutorily required) at any time and without notice and such action shall not be a breach of any obligation or warranty on the part of the Manager

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident s front door

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information

Ice Manager has no duty to remove ice sleet or snow from any areas within the Park Resident is responsible for removing snow and ice on or around his vehicle and mobile homes and understands that snow will likely return around the vehicle following parking lot plowing

Construction Your Park may be under construction You need to observe all warning signs and stay out of the construction areas Construction crews work throughout the days during the week and on weekends in order to complete construction Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident occupants and guests Any blockades need to be observed and are in place for your benefit

Maintenance Emergency maintenance service is provided 24 hours a day by calling the Park Maintenance Hotline phone number Qualified maintenance personnel are on duty to handle most problems that may arise A maintenance emergency consists of

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water



- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers, or without a properly displayed Resident or guest parking permit, may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests' vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws, for example, expired State inspection and local stickers and tags.

Permits Issued A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat bed trucks, and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month, a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds a bad check service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas that interfere with the rights, comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office during business hours when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance Resident(s) agree not to use the Park or their home in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, cans, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number, address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents upon a twenty-four (24) hour written notice for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting Solicitors, canvassers, vendors and peddlers, etc. are not permitted in the Park.

Pets Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers Pit Bulls Malamutes St Bernards Great Danes Akitas American Bulldog Staffordshire Terriers Canary Dogs Doberman Pinschers Chow Chows (including mix with restricted breeds) or exotic animals (Tarantulas Piranhas, Reptiles – snakes iguanas Ferrets Skunks Raccoons Squirrels Rabbits Birds – parrots cockatiels macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M P H and/or 15 M P H speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits not only for themselves but also for their family members and guests.

Fireworks Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks awnings carports storage sheds and fencing will be allowed without prior written permission from the Management. Storage sheds awnings and skirting must be of a manufactured rust resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS Federal Express or special deliveries.

Zero Tolerance Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing graffiti destruction of property or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager any activity of a suspicious nature on the part of the resident or any of the employees guests or family members of the resident in the leased premises or any areas adjoining the premises shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home. awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted the following policies apply

- The owner(s) may sell their own mobile home or employ a dealer broker or agent they choose to sell their mobile home Park employees will not assist resident(s) in selling mobile homes
- The Management must approve all signs advertising the sale of a mobile home Signs are to be placed in the street side window of the home
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term

Management will supervise the moving of your mobile home in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home However the removal of the mobile home is at the cost and risk of the resident(s) Any damages to utilities services trees shrubbery and lot will be the sole responsibility of the resident(s)

The lot must be left clean If the lot is not left in good condition charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s)

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident A forwarding address must be submitted in writing to the Park Office prior to vacating the lot

Liability The Management is not responsible for fire theft or damage to any mobile home vehicle or other personal property belonging to resident(s) or occupant(s) living therein nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park

Waiver A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies

Interpretation of Policies The Manager's interpretation of these rules and regulations and the Manager's decision based on them shall be final and conclusive All policies will be strictly enforced

Modification of Policies The Manager may from time to time amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices

ACKNOWLEDGEMENT CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following

- 1 The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings I have received no representations or warranties either expressed or implied regarding safety security or security systems Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided promised or guaranteed I understand that security is the responsibility of myself and the local law enforcement agency
- 2 I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage costs loss of personal property or injury to persons as a result of or arising out of or incidental to the installation operation non operation repair or replacement of security devices whether or not caused by the negligent act or omission of the Manager or Owner of this property
- 3 I understand that providing insurance on my personal property is my responsibility Manager has not stated or implied to me that it will provide insurance or any coverage for any loss

- 4 I agree to assume full and complete responsibility for all risks and hazards attributable to connected with or in any way related to any construction now or hereafter occurring on the property

T. B. 3-25-14
Resident Date

[Signature] 3-25-14
Management Representative Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Pls.' Ex. 37

Pls.' Ex. 38

MOBILE HOME LEASE AGREEMENT

PageID# 10589

Project Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 1st day of February 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R Moya jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11259 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2012 fully ending at midnight on the 31st day of January 2013 (hereinafter called the Lease Term) for the total rent of Eighth thousand and forty Dollars (\$8040 00) payable in equal monthly installments of six hundred seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000



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8 UTILITIES Except as otherwise directed by the Lessor, the Lessee shall pay to the Lessor within ten (10) days after receipt by the Lessee of the Lessor's bill therefore, all charges for water, sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods, and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease, or any of the rules or regulations of the Mobile Home Park, two (2) times within a six (6) month period, or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant, provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES INC.
9392 Lee Highway, Suite 300
Falmouth, Virginia 22031 1214

WITNESS Vanna Figueroa DATE 2/1/12 BY Sabirha Noorzal DATE 2-1-12
PROPERTY MANAGER Sabirha Noorzal

WITNESS Sabirha Noorzal DATE 2-1-12 BY Estaban R. Moya DATE 2-1-2012
LESSEE (Tenant) Estaban R. Moya

WITNESS _____ DATE _____ BY _____ DATE _____
LESSEE (Tenant)

WITNESS _____ DATE _____ BY _____ DATE _____
LESSEE (Tenant)

Pls.' Ex. 39

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 16th day of January 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban Moya jointly and severally (if applicable) hereinafter called Lessee
WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 02 11259 Mobile Dr Waples Mobile Home Park Manassas Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2014 fully ending at midnight on the 31st day of January 2015 hereinafter called the Lease Term) for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640 00) payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 **LATE CHARGE** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 **SECURITY DEPOSIT** The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 **POSSESSION** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 **RULES AND REGULATIONS** The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 **UNLAWFUL USE DISTURBING NOISES ETC** The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 **OCCUPANTS** Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

Upon twenty four (24) hours written notice which may be delivered to the mobile home tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others.

The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment. Lessee will pay related deposits and any charges, fees or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery operated lighting. If any utilities are sub-metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited

to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 **WAIVING OF ONE BREACH NOT A GENERAL WAIVER** No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof

15 **SECURITY INTERESTS IN MOBILE HOME** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest change of existing security interest or settlement of security interest

16 **MANUFACTURED HOME LOT RENTAL ACT** The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13.3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES INC
3201 Jermantown Road Suite 700
Fairfax Virginia 22030 2879

WITNESS _____	DATE _____	BY <u>Yvette E Jimenez</u>	DATE <u>1-16-14</u>
		PARK MANAGER, Yvette E Jimenez Office Assistant	
WITNESS _____	DATE _____	BY <u>[Signature]</u>	DATE <u>01-16-14</u>
		LESSEE (Tenant) Esteban Moya	
WITNESS _____	DATE _____	BY _____	DATE _____
		LESSEE (Tenant)	

Pls.' Ex. 40

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

**LESSOR AND LESSEE**

This Agreement made this 1st day of May 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Jose Reyes jointly and severally (if applicable) hereinafter called Lessee
WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 11219 Mobile Drive, Waples Mobile Home Park, Fairfax, Virginia ("Lot")

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of June, 2013 fully ending at midnight on the 31st day of May, 2014 hereinafter called the Lease Term) for the total rent of Five Thousand Two Hundred Sixty Eighty Dollars (\$5268 00), payable in equal monthly installments of Four Hundred Thirteenth Nine Dollars (\$439 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$439 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248.22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE, DISTURBING NOISES, ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

Upon twenty four (24) hours written notice which may be delivered to the mobile home Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others

The Lessee also agrees to obtain insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 C

8 UTILITIES Except as otherwise directed by the Lessor the Lessee shall pay to the Lessor within ten (10) days after receipt by the Lessee of the Lessor's bill therefor all charges for water sewer and other utilities used upon the Lot Charges for these utilities shall be deemed to be additional rent Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order Unless caused by Lessor's willful negligence the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term Lessee shall be liable for the payment of rent for two (2) months thereafter Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term the Lessee shall be deemed to be a tenant from month to month In such event all terms and conditions of this Lease shall continue in full force and effect except rent which Lessor may unilaterally adjust to the prevailing monthly fair rental value It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA Code Ann Section 55-248 31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law


13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease Lessee agrees to pay Lessor's attorney's fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows
Name and address of dealer from whom mobile home purchased (if applicable)
Lessee shall notify Lessor within ten (10) days of any new security interest change of existing security interest or settlement of security interest

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES, INC
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030 2879

WITNESS _____	DATE _____	BY 	DATE <u>5/31/13</u>
WITNESS _____	DATE _____	BY PARK MANAGER Josephine Giambanco	DATE <u>5/31/13</u>
WITNESS _____	DATE _____	BY LESSEE (Tenant) Jose Reyes	DATE _____
WITNESS _____	DATE _____	BY LESSEE (Tenant)	DATE _____

A.J. Dwoskin & Associates

Mobile Home Park Rules and Regulations

A Manufactured Homes- Quality Standards

- 1 The location and installation of all manufactured homes must comply with all applicable governmental laws, codes and regulations
- 2 If 100-200 AMP electrical service is required, it must be installed at the homeowners' or dealer's expense
- 3 No manufactured home may be moved into the COMMUNITY, or be transferred to a new RESIDENT within the COMMUNITY, unless the size, condition, appearance and design thereof have been approved in writing by MANAGEMENT in accordance with the quality standards set forth in these Rules and Regulations. MANAGEMENT may reject any manufactured home if the same does not meet the reasonable requirements of MANAGEMENT as to its size, quality, appearance, material specifications, construction and safety conditions, design, location and competency with the COMMUNITY and other manufactured homes therein. Similarly, no unfinished, unsafe or highly combustible materials may be used for any repair or patch work on the exterior of the manufactured homes or other home site improvements. RESIDENT is responsible for any damage to other manufactured homes or the COMMUNITY caused by RESIDENT or the mover. Wheels and axles must be removed from the manufactured home and the home site within thirty (30) days of set up. Hitches must be removed from the manufactured home and stored beneath the home within thirty (30) days of set up.
- 4 All manufactured homes must continue to meet all applicable laws, codes and regulations as such may be amended from time to time. Under state law, RESIDENT's tenancy may be terminated for failure of RESIDENT to comply with local ordinance and state laws and regulations relating to manufactured homes, or with these Rules and Regulations.
- 5 No unauthorized structures (including decks) may be built on any home site or erected on any home site. Permission to build or erect any structure must be obtained in writing from MANAGEMENT in advance. In addition, any such structure requiring a building permit may not be built or erected without a building permit first being obtained from Fairfax County or Prince William County.

JDRV

RESIDENT's initials)

- 6 All permits and approval required for the installations or removal of a manufactured home must be obtained by RESIDENT in advance of such installation or removal.
- 7 No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of MANAGEMENT, and the same must be installed in compliance with all applicable laws, codes and regulations. "Tie-down" satisfactory to MANAGEMENT must be installed within thirty (30) days of set up.
- 8 All manufactured homes in the COMMUNITY, and all incoming homes must be shingle roofed and wood or vinyl lap sided to the ground, and must have shutters for all windows. Upon lease reveal or upon the sale or transfer of any manufactured home located in the

COMMUNITY, excepting transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage, or upon any change of RESIDENT (s) residing in a manufactured home (which change must be approved by MANAGEMENT pursuant to paragraph J and Q below), MANAGEMENT may require that any such manufactured home not in compliance with the specification contained in the first sentence of the paragraph (1) be removed from the COMMUNITY, based upon the size, condition, appearance, location or design of the manufactured home or the capacity of the home site to accommodate a larger manufactured home, or (11) be brought into compliance with said specification to the extent feasible under the Virginia Uniform Statewide building code as a condition to the manufactured home being permitted to remain the COMMUNITY upon such sale or transfer, even if the proposed buyer or transferee otherwise complies with MANAGEMENT's residency application requirement FOR RESIDENTS PROTECTION, MANAGEMENT'S DETERMINATION UNDER THE PROVISIONS OF THIS RULE SHOULD BE OBTAINED BEFORE THE SALE OR TRANSFER OF RESIDENTS MANUFACTURED HOME OR ANY PROPOSED CHANGE OF RESIDENTS shall notify MANAGEMENT in writing of his/her intent to sell or transfer his/her/their manufactured home at the time the manufactured home is placed on the market in order for MANAGEMENT to inspect the home to insure compliance with said specifications. No manufactured home will be permitted to remain on the home site that does not comply with said specification.

- 9 RESIDENT shall maintain the manufactured home in good condition and repair at all times. The exterior of the manufactured home shall be kept clean, neat and properly painted at all times. Any change to the exterior color of the manufactured home or appurtenant structure, including, but not limited to, additions, utility buildings, porches, steps and skirting must be approved in writing in advance by the MANAGEMENT. MANAGEMENT

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(RESIDENT's initial)

- 10 May, in its discretion, require reasonable repair, maintenance and improvement of the manufactured home.
- 11 If the manufactured home is substantially damaged by fire, windstorm or other cause, any repairs of the mobile home are to be done at RESIDENT's expense. Such repairs shall be commenced immediately after the damage has occurred. All loose debris shall be removed immediately. All damage must be repaired within fifteen (15) days after the date of damage. If the damage can not be repaired within the fifteen (15) days, MANAGEMENT may require that the manufactured home be removed from the COMMUNITY for repair.

B STORAGE SHEDS

- 1 RESIDENT, at RESIDENT's expense, shall construct and maintain in good condition and repair a storage shed on RESIDENT's home site with siding and roof shingling matching that of the manufactured home as described in Paragraph A (7). The location and size of each such storage shed must be approved in writing by MANAGEMENT in advance of the construction, delivery or installation of the storage shed. Installation of storage sheds must not violate applicable home/structure setbacks rules. In addition to the foregoing restrictions, shed size may not exceed ten (10) feet long by ten (10) feet wide by seven (7) feet high.
- 2 There may be only one (1) shed to a home site, constructed of materials approved in writing by MANAGEMENT in advance. MANAGEMENT may give written approval in certain cases, in its discretion, for an additional shed.
- 3 There may be no sleeping facilities within the storage shed.
- 4 All storage sheds must be properly anchored.
- 5 Any damage caused by storage sheds or their construction or removal shall be the sole responsibility of RESIDENT.

C LANDSCAPING

All home sites in the COMMUNITY must be landscaped to a standard consistent with an average landscaped home site in the COMMUNITY. MANAGEMENT will make available for review at the COMMUNITY office photos of examples of such home sites to provide guidance to RESIDENT regarding the nature of the landscaping standards. MANAGEMENT realizes that such a standard is, necessarily to some extent subjective, so MANAGEMENT, in its discretion, shall enjoy the ultimate right to determine the sufficiency of landscaping, subject to the requirement that MANAGEMENT's decision shall not be plainly unreasonable.

J D Y R

(RESIDENT's initial)

D FENCE

Privacy fences are allowed within the COMMUNITY with the prior written approval of MANAGEMENT. Fence must be constructed of white, vinyl (PVC) and the style of such fence must be approved in advance by MANAGEMENT. Any fence installed without MANAGEMENT's prior written approval of MANAGEMENT shall be removed at the sole expense of RESIDENT.

E MAINTENANCE OF HOME SITE

1 RESIDENT must maintain the home site and all sheds, carports and improvements thereon at RESIDENT's sole expense in a clean, neat and attractive condition, as determined by MANAGEMENT at its discretion, in the event RESIDENT fails to do so, MANAGEMENT, upon fifteen (15) days prior written notice, may take such steps as are necessary to provide the necessary maintenance, and all expenses incurred by MANAGEMENT in so doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charge by MANAGEMENT to RESIDENT. Driveways, walkways and patios shall be kept neat and in good repair by RESIDENT.

- 2 All trash, debris, brooms, ladders, building materials and similar items must be kept out of sight. Trash shall be removed at regularly scheduled intervals as specified by MANAGEMENT. Trash must be placed in containers satisfactory to MANAGEMENT. With the exception of trash pick up days, trash cans must be stored behind the manufactured home site or within the storage shed located on the home site. This subsection applies to reasonable amounts of household trash, RESIDENT, at RESIDENT's sole expense must arrange the removal of large items. RESIDENT shall be responsible for the disposal of any large items, including appliances and furniture.
- 3 All Bicycles, tricycles and toys must be kept in neat order on the home site. If any such items are found on vacant homes sites or on the streets, they may be picked up by MANAGEMENT and, unless claimed by the applicable RESIDENT within fifteen (15) days, may be distributed by MANAGEMENT to charities of MANAGEMENT's choice.
- 4 All lawns, shrubs, trees, fences, paving and other landscaping installed by RESIDENT shall become MANAGEMENT'S property and must remain upon the home site at the termination of RESIDENT's occupancy, unless RESIDENT obtains MANAGEMENT's prior written approval to remove the same. MANAGEMENT must approve all home site landscaping plans and any digging in order to protect underground utility lines, pipes and cabbies and RESIDENTS' safety.
- 5 All tree-trimming, pruning, and removal of debris at the home site shall be the sole responsibility of RESIDENT. RESIDENT must immediately notify MANAGEMENT of any tree limbs that are dead or decaying. Any damage caused to the person or property of another due to such maintenance, including falling tree limbs, shall be the sole responsibility of the applicable RESIDENT.
- 6 RESIDENT shall be responsible for lawn and landscaping of the home site at RESIDENT's sole expense. The RESIDENT shall rake and bag all leaves and grass cuttings. Lawn shall be mown on a regular basis as determined by MANAGEMENT in accordance with standards established in

order to provide necess. maintenance, and all expense incurred. MANAGEMENT in doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charges

7 No vegetable gardens are allowed at RESIDENTS' home site or elsewhere within the COMMUNITY

8 The RESIDENT is responsible for the placement and maintenance of a heat tape. Heat tapes must be operable at all times applied in a manner to protect RESIDENT's water line and water riser to a depth of approximately two (2) feet

F MOTOR VEHICLES

The COMMUNITY is maintained as a private enterprise and as such all streets and roadways within the COMMUNITY shall be considered private and shall not be used as public thoroughfares. In the interest of the safety and well-being of all RESIDENTS, and for maintenance purposes and traffic control, MANAGEMENT may, at its sole discretion, restrict traffic on designated streets, and restrict delivery of certain products and services. Any violations of these motor vehicles Rules and Regulations shall result in a written warning from MANAGEMENT and may cause the vehicle to be removed from the COMMUNITY at the sole expense and liability of the vehicle's owner. Further violation of these motor vehicles Rules and Regulations shall be considered grounds for termination of the applicable RESIDENT's rental agreement.

1 All drivers must observe speed limits and stop signs as posted within the COMMUNITY. Careless or reckless driving may result in the termination of tenancy. COMMUNITY streets shall be kept clear at all times to allow for access by emergency vehicles as needed accordance with the local fire ordinance.

2 Parking

A Two (2) vehicles are permitted to each home site within the COMMUNITY, with the exception of those home sites that are designed to accommodate three (3) vehicles per driveway. Vehicles must be parked in specific areas as designated by MANAGEMENT. No structure, addition, improvement or any part of the manufactured home shall be permitted to encroach on existing parking areas within the home site.

B Guest and visitor vehicles must be parked in area as designated by MANAGEMENT. RESIDENTS are responsible for ensuring that their guests and visitors comply with this requirement.

C No vehicles may be parked in or on common areas except as specifically authorized in writing by MANAGEMENT in advance. Vehicles parked in unauthorized areas may be removed, at the risk and expense of the vehicle's owner, without prior notice.

D Illegally parked vehicles may be removed, at MANAGEMENT's discretion, at the risk and expense of the vehicle's owner.

E On-site parking is prohibited at all times within the COMMUNITY.

3 Only registered vehicles are allowed within the COMMUNITY. RESIDENTS must register each vehicle kept within the COMMUNITY. Commercial vehicles are not permitted within the COMMUNITY. RESIDENTS must not store any motor vehicles which is in a state of disrepair and therefore incapable of being moved under its own power, or that does not possess a current valid registration for more than twenty-four (24) hours, and any such vehicle within the COMMUNITY may be removed, at the risk and expense of the vehicles' owner, without prior notice. All vehicle repairs must be completed within twenty-four (24) hours of the commencement of said repairs.

4 Only drivers with valid driver's licenses may operate motor vehicles within the COMMUNITY.

5 No excessively noisy vehicles are allowed within the COMMUNITY.

6 There may be no overnight sleeping within the COMMUNITY except within RESIDENT'S manufactured homes. No overnight sleeping is allowed in any motor vehicles, camper or camping trailer.

- 7 No vehicles over seven hundred pounds (7,500) gross vehicle weight (other than standard pick-up trucks), totters, trucks, construction or farm equipment may not be stored, parked or kept within the COMMUNITY, except within the designated storage area. MANAGEMENT may remove any prohibited vehicles from the COMMUNITY if the RESIDENT fails to do so, and all expense incurred by MANAGEMENT in so doing must be paid by the RESIDENT with the next rental payment after submission of a statement for such charges by MANAGEMENT to the RESIDENT.
- 8 Any vehicles which drips oil, gasoline or any other fluid must be repaired immediately by RESIDENT, and any damage caused by such dripping fluid must be cleaned and/or repaired by RESIDENT.
- 9 The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the COMMUNITY unless otherwise authorized in writing by MANAGEMENT in advance.
- 10 Any vehicles parked on the streets during a snowfall will be considered a safety hazard. Any such vehicle may be towed at the vehicle owner's risk and expense without prior notice.
- 11 No unlicensed, motorized or self-prohibited vehicle of any kind, including, but not limited to, dirt bikes, mini-bikers, motorcycles, mopeds and go-carts, shall be operated in any area of the COMMUNITY, unless such vehicle is duly registered for operation on public roads or highways. All such vehicles must be registered with the COMMUNITY office and shall be operated only by the person duly licensed for operation of such vehicle.
- 12 No vehicle shall be operated in the COMMUNITY in areas other than those designated for roadways and parking.

G ANIMALS

No non-domesticated animals, including farm animals, may be kept in the COMMUNITY. No other animals may be kept in the COMMUNITY except as pets, and then only with the prior written permission of MANAGEMENT. As of immediately, no animals whose height exceeds eighteen (18) inches at the shoulder at full maturity or whose weight exceeds fifty-(50) pounds at full maturity may be kept in the COMMUNITY. Animals must be inoculated and licensed according to all applicable laws and regulations, and must wear license tags. If required by applicable law, animals must be leashed and under the control of the applicable RESIDENT or kept within the confines of RESIDENT's home site. Animals are allowed in common areas of the COMMUNITY only on a leash and under control of the applicable RESIDENT. Under no circumstances are pets allowed in the common area of the COMMUNITY specifically posted against pets, such as the playground and similar facilities as designated by MANAGEMENT. RESIDENT is responsible for the immediate removal of all pet litter from RESIDENT's home site or any other location within the COMMUNITY where littering has occurred. RESIDENTS are responsible for any damage caused by their animals. No temporary pet sitting or care of animals not owned by RESIDENTS is permitted. Biting incidents will not be tolerated, and MANAGEMENT reserves the right to terminate the home site rental agreement of any RESIDENT owning a pet involved in a biting incident. Noisy or unruly animals, animals considered dangerous or vicious by MANAGEMENT, and animals with respect to which other RESIDENTS file justifiable complaints with MANAGEMENT must be removed from the COMMUNITY. No animals which have been removed from the COMMUNITY under this rule shall thereafter again be permitted within the COMMUNITY without the MANAGEMENT's prior written consent. Each animal must be registered and identified as to owner in the COMMUNITY office. Any dog regardless of breed, whose temperament and disposition are considered to be dangerous or vicious, is not allowed within the COMMUNITY under any circumstances. No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat may be kept per home site. All pets must be approved by MANAGEMENT in writing before the pet's owner moves into the COMMUNITY, or before RESIDENT obtains a pet after move-in. Pets belonging to RESIDENT's family members, guests and invitees must be confined to the applicable RESIDENT's home site and must comply with all provision of this paragraph. Pets may not be left outside at night. Pets may not be left outside in the daytime unless someone is home to supervise the pet. No doghouses or other outside animal shelters are permitted.

H TV ANTENNAS

Only one (1) satellite dish, not to exceed one (1) meter in diameter may be installed per home site. No TV antenna over twenty-four (24) inches in height may be installed on the home site, and guide wires with respect to any antenna may be attached only to the manufactured home's roof. The installation and location of such must be in accordance with the reasonable requirements of MANAMGENT and all applicable laws, codes and regulations. Antenna must be mounted at least twenty-five (25) feet back from the front of the manufactured home. No antennas may be installed except upon the prior written approval of MANAMGENT. Any transmitting which interferes with the reception of other RESIDNET is strictly prohibited.

I CLOTHES LINE

Only collapsible umbrella-type clothes lines are permitted on the home site and the same must be kept at the rear of the home site and collapsed when not in use. Laundry hung such clothesline must be removed as quickly as possible.

J SALE OF MANUFACTURED HOMES

In the event RESIDENT elects to sell RESIDENT's manufactured home, one (1) "for Sale" sign not to be exceed a total area of three hundred (300) square inches may be installed on the inside of a window or upon exterior of the manufactured home, but shall not be installed in the ground of the manufactured home site. Neither other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site. RESIDENT ACKNOWLEDGE THAT THE SALE OR OTHER TRANSFER OF THE MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE HOME SITE TO THE BUYER OR THE TRANSFEREE UNLESS RESIDENT NOTIFIES MANAGEMENT IN WRITING AT LEAST THREE (3) WEEKS PRIOR TO THE PROPOSED TRANSFER OF THE MANUFACTURED HOME SITE RENTAL AGREEMENT AND/OR TRANSFER OF TITLE TO THE MANUFACTURED HOME, GIVING THE NAME AND ADDRESS OF THE PROPOSED BUYER OR OTHER TRANSFEREE IN SUCH NOTICE AND THE PROPOSED BUYER OR OTHER TRANSFEREE (I) IS APPROVED BY MANAGEMENT AS A RESIDENT IN ACCORDANCE WITH MANAGEMENT PRE-QUALIFICATION PROCEDURES AND STANDARDS, (II) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS AND IN THE MANUFACTURED HOME SITE RENTAL AGREEMENT, AND (IV) THE MANUFACTURED HOME COMPLIES WITH THE STANDARDS FOR PLACEMENT OR RETENTION IN THE COMMUNITY AS SET FORTH IN THESE RULES AND REGULATIONS.

K OUTSIDE CONSTRUCTION

- 1 Any construction or repairs other than routine home improvements or yard maintenance must be approved in writing by Management in advance.
- 2 No construction company may perform any service within the COMMUNITY unless it has reported to the COMMUNITY office for clearance. All contractors and repair, maintenance and landscaping personnel must be proper workman's compensation, automobile, liability and performance bonding insurance coverage's, as determined by MANAMGENT in its discretion.
- 3 RESIDENT may not, and shall not have the power of authority to, allow the COMMUNITY or improvements therein to become subject to any mechanics, laborers or materialmen's liens.
- 4 RESIDENT should not give instructions to, or make requests of, the COMMUNITY's maintenance personnel. All requests should be made in writing directly to MANAMGENT.

L NOISE, FIREARMS ACCEPTABLE CONDUCT

RESIDENTS must be unreasonably noisy Radios, stereos, musical instruments, televisions and conversation must be kept a level low enough not to disturb any other RESIDENT Vehicle engines shall be not unnecessarily raced or "gunned" at any time RESIDENTS shall observe quiet hours within the COMMUNITY between the hours of 10 00 p m to 7 00 a m daily

Prohibited Conduct

You (The RESIDENT) and your occupants or guests may not engage in the following activities **behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the MH Community, disrupting our business operations,** manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia, engaging in or threatening violence, possessing a weapon prohibited by state law, discharging a firearm in the MH Community, displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others No open fires are allowed within the COMMUNITY (charcoal and gas grills do not constitute open fires for purposes of the rule) Fireworks are prohibited within the COMMUNITY

J DRV (RESIDENTs Initials)

The gutting and/or bleeding of game animals on the home site or outside the manufactured home is prohibited within the COMMUNITY

Under state law, RESIDENT's tenancy may be terminated for conduct on COMMUNITY premises which constitutes annoyance to other RESIDENTS or interfere with MANAGEMENT

M COMMERCIAL ENTERPRISES

No commercial enterprise or business of any nature may be conducted by RESIDENT in the COMMUNITY without prior written approval of MANAGEMENT, nor may advertising materials be distributed or posted within the COMMUNITY without MANAGEMENT's prior written approval This restriction applies to the delivery of handbills of any nature, although MANAGEMENT may distribute written materials of a non-commercial nature provided such written materials are also given to MANAGEMENT

N DAMAGE

Any damage caused by any RESIDENT, or by any visitor, guest, agent or representative of such RESIDENT, or by any of their property (storage shed, TV antenna, etc) to the person or property of another shall be the sole responsibility of the applicable RESIDENT

O COMMON AREA DECORUM AND CONDUCT

MANAGEMENT has established separate rules and guidelines for behavior and conduct of RESIDENTS, visitors and guests within common areas such as swimming pools, clubhouses and recreation facilities These rules and guidelines are posted in each common area where they are applicable, and after reasonable notice may be changed from time to time by MANAGEMENT and are hereby incorporated into and made a part of these Rules and guidelines MANAGEMENT will undertake to make the common areas and recreational facilities of the COMMUNITY conveniently available and open to RESIDENTS at reasonable times RESIDENT is responsible for the behavior and conduct of all minor children residing with or visiting RESIDENT, and for the conduct of clubhouse Violations of rules and guidelines applicable to common areas by RESIDENTS, their family, visitors and guests within the COMMUNITY, including their adherence to these Rules and Regulations, and all

applicable laws Any visitor or guest who fails to comply with the foregoing may not remain in the COMMUNITY Conviction of a Class A misdemeanor or any felony during the term of a RESIDENT's tenancy which caused or threatened to cause irreparable harm to any person or property shall be considered grounds for termination or non-renewal of such RESIDENT's Manufactured Home Site Rental Agreement Immoral conduct, intoxication, or the use of loud or profane language shall also be grounds for termination or non-renewal of the applicable RESIDENT's Manufactured Home Site Rental Agreement

RESIDENT, any member RESIDENT's household, any guest, or any other person under RESIDENT's control, shall not engage in criminal activity, including but not limited to , drug related criminal activity, on the premises or in the COMMUNITY (Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance)

Consumption of alcoholic beverages in the COMMUNITY's common areas, including the clubhouse, the pool area and surrounding common areas, is strictly prohibited, with the exception of MANAGEMENT sponsored events

J D V R (RESIDENT's Initials)

Smoking is prohibited in any common areas, including the clubhouse, the pool area and surrounding common areas unless otherwise posted

P UTILITY AND WATER REGULATIONS

RESIDENT shall be solely responsible for arranging for connection of water and sewer services with local utility providers RESIDENT shall be responsible for maintaining all water and sewage connections for the outlets on the utility posts or from the ground to the manufactured home at all times RESIDENT shall be solely responsible for any charges related to repairs, cleaning or unclogging of a clogged sewer line, other than an obstruction of the main sewer line, due to improper disposal of such items as paper towels, sanitary supplies, disposable diapers and cat litter Disposal of these items through use of the sewage system is strictly prohibited

RESIDENT shall be solely liable and responsible for insuring that RESIDENT's water and sewer connection do not freeze and shall arrange for any necessary repairs to such connections

Tampering by with any utility connections is strictly prohibited

Q PRE-QUALIFICATION OF PROSPECTIVE RESIDENTS

Applicants for COMMUNITY residency are required to complete a rental application and obtain MANAGEMENT's prior written approval to become RESIDENT of the COMMUNITY Any person occupying a manufactured home within the COMMUNITY for more than fourteen (14) days within a six (6) month period shall be deemed an applicant for COMMUNITY residency and must comply with said qualification requirements RESIDENT may not sublet RESIDENT's manufactured home or home site or assign RESIDENT'S interest under RESIDENT's Manufactured Home Site Rental Agreement without MANAGEMENT's prior written approval, and any such sublease or assignment entered into without MANAGEMENT's prior written approval shall be null and void

R CONDUCT OF MINOR CHILDREN

RESIDENTS with minor children must supervise the outside play and conduct of minor children so as not to disturb or annoy any other RESIDENTS Failure to supervise the conduct of such RESIDENT's

minor children under this rule will be grounds for termination or non-renewal of such RESIDENT's Manufactured Home Site Rental Agreement Games of any nature, including basketball and skateboarding, may not be played on the COMMUNITY's streets Children under the age of sixteen (16) must obey the COMMUNITY's curfew of 10 00 p m , after which time all children under the age of sixteen (16) should not be on the COMMUNITY's streets or in the COMMUNITY's common areas

Portable basketball units must be located at the back of the home site, near the grass line, facing the home site No permanent basketball units may be installed at the home site

S NON-WAIVER

Failure on the part of MANAGEMENT to enforce any provision of these Rules and Regulations shall not constitute a waiver of MANAGEMENT's right to enforce these Rules and Regulations either as to individual violator or the RESIDENTS of the COMMUNITY as a whole

T SNOW REMOVAL

MANAGEMENT shall remove snowfall from the COMMUNITY streets, if and when necessary and practical RESIDENT shall be responsible for the removal of snow and ice from the walkways of the individual manufactured home site RESIDENT, and not MANAGEMENT, shall be solely responsible for any claims for damages resulting from RESIDENT's failure to properly maintain RESIDENT's manufactured home site

J D R V (RESIDENT's Initials)

U SALES

No patio or yard sales or similar sales are allowed at the home site other than COMMUNITY sponsored sales

V OCCUPANCY

No manufactured home may remain unoccupied by a RESIDENT for longer than thirty (30) days without the prior written approval of MANAGEMENT Failure to notify MANAGEMENT in writing in advance of an extended absence shall result in MANAGEMENT treating such absence as abandonment and may result in termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement

W TRESPASSING

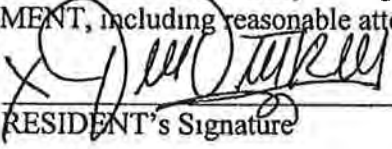
Trespassing on other RESIDENT's property is strictly prohibited


X OTHER AGREEMENTS

ALL AGREEMENTS BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING

RESIDENT'S CERTIFICATE

I/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations, and agree to abide by all provisions thereof I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination or non-renewal of the Manufactured Home Site Rental Agreement, in accordance with applicable law I/ We agree that, should any such matter be referred to an attorney for legal action, the I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorneys' fees

Date

RESIDENT's Signature_____
Date_____
RESIDENT's Signature_____
Date_____
RESIDENT's Signature**MANAGEMENT**
Dateby 

Authorized Signature

VA

State Farm Fire and Casualty Company

Manufactured Home
Application / Binder-Receipt

Applicant Name

Binder Effective Date 07-01-2013

46-B4-G105-0 F

NEW BUSINESS			
APPLICANT			
MAILING ADDRESS		PROPERTY LOCATION	
NAME OF MANUFACTURED HOME PARK		PARK NUMBER	
WAPLES PARK MOBILE HOME COMMUNITY		1	
BILLING			
Put application on SFPP Yes			
COVERAGES / PREMIUM SECTION			
Policy Deductible 500			
Earthquake Deductible			
Policy Coverage	Limit	Endorsements	Limit
Section I			
Dwelling (Coverage A)	20 000		
Dwelling Extension	2 000		
Personal Property (Coverage B)	20 000		
Section II			
Personal Liability (Coverage L) each Occurrence	500 000		
Medical Payments to Others (Coverage M) each person	5 000		
Loss Settlement Options			
Actual Cash Value on Coverage A and B2 Depreciated			
Loss Settlement			
Accepted Options	Limit	Declined Options / Endorsements	Limit
		Business Property (Option BP)	2 500
		Business Property (Option BP)	5 000
		Business Pursuits (Option BU)	
		Child Care Liability Coverage	
		Earthquake	
		Firearms (Option FA)	2 500/5 000
		Home Computers (Option HC)	10 000
		Incidental Business (Option IO)	
		Incidental Nurses Professional Liability	
		Jewelry and Furs (Option JF)	1 500/2 500
		Jewelry and Furs (Option JF)	2 500/5 000
		Silverware/Goldware Theft (Option SG)	5 000
		Silverware/Goldware Theft (Option SG)	7 500
		Silverware/Goldware Theft (Option SG)	10 000
		Vendor's Single Interest	
Total Premium	\$ 365 00		
Amount Paid	\$ 0 00		
Credit Amount	\$ 0 00		
Balance Due	\$ 0 00		
UNDERWRITING			
Has applicant had any losses insured or not in the past 3 years No			
Has any insurer or agency canceled or refused to issue or renew similar insurance to the named applicant or any household member within the past 3 years No			
Has the applicant been convicted of arson fraud or other insurance related offenses No			
APPLICANT(S) ACKNOWLEDGEMENT			
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company Penalties include imprisonment, fines and denial of insurance benefits			

WAPLES00000496

Pls.' Ex. 41

LESSOR AND LESSEE

This Agreement made this 1st day of February 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R Moya jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11259 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2013 fully ending at midnight on the 31st day of January 2014 (hereinafter called the Lease Term) for the total rent of eight thousand three hundred forty dollars Dollars (\$8340 00) payable in equal monthly installments of six hundred ninety five dollars Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55 248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000

8 UTILITIES Except as otherwise directed, the Lessor the Lessee shall pay to the Lessor within (10) days after receipt by the Lessee of the Lessor's bill therefore all charges for sewer and other utilities used upon the Lot. Ch for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

WITNESS _____ DATE _____ BY A. J. DWOSKIN & ASSOCIATES INC. DATE 2/1/13
[Signature] _____ 9302 Lee Highway, Suite 300 _____
 WITNESS _____ DATE 2/1/13 BY Fairfax, Virginia 22031-1214 _____
[Signature] _____ PROPERTY MANAGER, Cindy Obando _____
 WITNESS _____ DATE _____ BY LESSEE (Tenant) Esteban R. Moya DATE 2/1/13
 _____ _____ LESSEE (Tenant) _____
 WITNESS _____ DATE _____ BY _____ DATE _____
 _____ _____ LESSEE (Tenant) _____

Pls.' Ex. 42

MOBILE HOME LEASE AGREEMENT

Project: Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 4th day of December, 2014, by and between A. J. DWOSKIN & ASSOCIATES, INC., AGENT for : Waples Mobile Home Park (Owner), hereinafter called Lessor, and Esteban Moya jointly and severally (if applicable) hereinafter called Lessee.

WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as Lot 11259 Mobile Drive, : Waples Mobile Home Park, Fairfax , Virginia ("Lot").

TERM AND RENT

The term of this lease shall be for the period of 12 months, commencing on the 1st day of February , 2015 fully ending at midnight on the 31st day of January , 2016 hereinafter called the "Lease Term"), for the total rent of Eight Thousand Nine Hundred Forty Dollars (\$8940.00), payable in equal monthly installments of Seven Hundred Forty Five Dollars (\$745.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

1. **LATE CHARGE.** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of **\$50.00** shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.

2. **SECURITY DEPOSIT.** The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$645.00 security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

3. **POSSESSION.** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 *Code of Virginia*, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.

4. **RULES AND REGULATIONS.** The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park.

5. **UNLAWFUL USE, DISTURBING NOISES, ETC.** The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. **OCCUPANTS.** Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.

Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. LIABILITY OF LESSOR. All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others.

The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utility for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9. HOLDING OVER / RENEWAL. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

Proof of identity, copy of the title or sales agreement and proof of active insurance will be required not only upon move-in date and initial lease signing, but upon renewal. NO renewals will be considered as executed unless these items are provided at signing.

10. MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12. LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 *Code of Virginia*, as amended, and to employ such other remedies as are authorized by law.

13. **ATTORNEY'S FEE.** In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$200.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14. **WAIVING OF ONE BREACH NOT A GENERAL WAIVER.** No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.


15. **SECURITY INTERESTS IN MOBILE HOME.** The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable).

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. **MANUFACTURED HOME LOT RENTAL ACT.** The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 *Code of Virginia*, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC.
3201 Jermantown Road, Suite 700
Fairfax, Virginia 22030-2879

WITNESS: _____	DATE _____	BY: 	DATE <u>12-4-14</u>
WITNESS: _____	DATE _____	BY: <u>PARK MANAGER, Yvette E. Jimenez, Office Assistant</u>	DATE <u>12-04-14</u>
WITNESS: _____	DATE _____	BY: <u>LESSEE (Tenant) Esteban Moya</u>	DATE _____
		LESSEE (Tenant)	

UTILITY ADDENDUM

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of February, 2015 by and between Esteban Moya ("Owner"), by its agent A.J. Dwoskin & Associates, Inc. (collectively "Lessor") and Esteban Moya (collectively in the singular "Lessee") of 11259 Mobile Drive Fairfax, VA 22030 ("Lot").

1. Payment of Utilities and Billing Methods: Lessee will be responsible for payment of all utilities, including those as set forth below:

a. Water/Sewer.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

- ☐ Lessor; or
☒ Lessee, and payment shall be made directly to: ☒ Lessor ☐ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based on one of the following methods

- ☐ A flat monthly rate of \$_____ per month;
☐ Lessee's actual use; or
☒ Ratio utility billing system (RUBS) –

1. **Occupant Factor:** In calculating Lessee's water/sewer bill, each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee's Lot as follows:

Number of Occupants	Occupant Factor
1	1.0
2	1.6
3	1.9
+1	+0.3

2. **Calculation:** Lessee's water and sewer bill will be calculated based upon the following methodology:

- First, all applicable water and sewer charges and costs are totaled for the billing period ("Total Property Utility Cost").
- Second, a common area deduction in the amount of 5% is applied to the Total Property Utility Cost ("Adjusted Bill").
- Third, the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor").
- Fourth, the Adjusted Bill is divided by the Total Occupant Factor ("Amount per Occupant").
- Fifth, the Amount per Occupant is multiplied by the Number of Occupants of for Lessee's Lot the product of which becomes Lessee's water and sewer bill for the applicable period.

b. Trash.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

- ☒ Lessor; or
☐ Lessee, and payment shall be made directly to: ☐ Lessor ☐ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

c. Gas.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

- ☐ Lessor; or
☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

d. Electricity.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

- ☐ Lessor; or
☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

2. Additional Service Charges: Lessee is also responsible for payment of the following additional service charges:

- a. **Service Fee:** \$_____/Month
b. **Set-Up Fee:** \$_____/One Time Fee

In addition, Lessee agrees to be responsible for any other additional fees, deposits, assessments or any other charges related to its use of utilities at the Community or as charged to the Community. Lessor reserves the right to modify the amount of and or add any additional fees, deposits, assessments or any other utility related charges as authorized under the applicable law.

3. **Payment.** Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.


a. **Electronic Billing:** Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.

4. **Third Party Utility Service Providers & Billing Providers:** Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

5. **Placing Utility Account in Name of Lessee.** Lessee shall set up an account in the Lessee's name for each utility for which Lessee is responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee's move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS: _____	DATE _____	BY: 	DATE 12-4-14
WITNESS: _____	DATE _____	PARK MANAGER, Yvette E. Jimenez, Office Assistant	DATE 12-04-14
WITNESS: _____	DATE _____	LESSEE (Tenant) Esteban Moya	DATE _____
		LESSEE (Tenant)	

A.J. DWOSKIN
& ASSOCIATES, INC.
Real Estate Development & Management

Lease Addendum
Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a **\$100** fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

Permits Issued. A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, cans, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles – snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds – parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public road before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

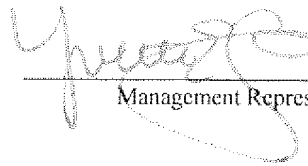
ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following:

1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency
2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.

 12-04-14
Resident Date

 12.4.14
Management Representative Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

(Park Name) _____

MOBILE HOME INSPECTION FORM

Date of Inspection: _____

Resident: _____

Unit/Lot#: 02-1259 PM: _____**Key: CL – CLEAN/OK**
DI – DIRTY**DA – DAMAGED**
MI – MISSING**RE – REPLACE**
RP – REPAIR

ROOM AREA	CL	DI	DA	MI	RE	RP	COMMENTS
1. Entrance Door/door Lock							
2. Windows/Locks/Screens/Blinds/Child Guards							
3. Walls/ Ceilings							
4. Floor/Tiles							
5. Electric Outlets/Switches/Switch Plates/Safety Plug							
6. Light Fixture/Bulb							
7. Heating/Cooling Units							
8. Fire Safety Sign/Decal on Stove/Smoke Alarm							
KITCHEN							
1. Hood Light fixture/Bulb							
2. Hood Fan/Filter							
3. Stove/Oven							
4. Sink/Faucet							
5. Refrigerator/Refrigerator Bulb*							
6. Food – Note information in the "Comments" Section							
7. Receptacle/Receptacle Cover							
8. Floor/Tiles							
9. Wall/Ceiling							
10. Electric Outlets/Switches/Switch Plates/Safety Plugs							
11. Cabinets/Knobs/Shelves							
*If light bulb is higher than 30 watts, it must be removed and resident must be warned.							
BATHROOM							
1. Toilet/Toilet Seat/Toilet Paper Roll							
2. Tub/Shower/Faucet/Shower Head							
3. Sink/Faucet							
4. Medicine Cabinet/Mirror							
5. Towel/Grab Bars/Soap Dish (Shower)							
6. Toothbrush Holder/Soap Dish (Sink)							
7. Floor/Floor Tiles							
8. Walls/Tiles/Ceiling							
9. Electric Outlets/Switches/Switch Plates/Safety Plugs							
10. Light Fixture/Bulb							
11. Vent/Exhaust Fan							
12. Door/Door Lock							
BEDROOM(S)							
1. Windows/Screens/Blinds/Child Guards							
2. Walls/Ceilings							
3. Electric Outlets/Switches/Switch Plates/Safety Plugs							
4. Closets/Shelves/Clothes Bar							
5. Heating/Cooling Units							
6. Light Fixture/Bulb							
7. Door/Door Lock							
8. Floor Tiles							

washer/dryer

broken/electrical?
4 total

UNIT INSPECTION FORM

Key: CL – CLEAN/OK
DI – DIRTY

DA – DAMAGED
MI – MISSING

RE – REPLACE
RE – REPAIR

HALLWAY(S)	CL	DI	DA	MI	RE	RP	COMMENTS
1. Electric Outlets/Switches/Switch Plates/Safety Plugs							
2. Light Fixture/Bulb							
3. Smoke Detector/Sprinkler Head							
4. Walls/Ceiling							
5. Floor/Tiles							
6. Telephone – Issued							
7. Telephone – Personal							
FURNITURE							
1. Dining Table							
2. Chairs							
3. Coffee Table							
4. Bed Frames/Mattresses							
5. Dressers							
6. High Chair/Bolsters							
7. Crib(s)							
8. Other:							

Housekeeping: Excellent - _____ Good - _____ Fair - _____ Poor - _____

Comments - _____

HOME NEGLECT: YES _____ **NO** ☒

Number of Occupants and names: _____

SIGNATURES: PM: _____

Resident: _____

Director of Safety: _____

Director of Social Services: _____

Director of Facilities Management: _____

Original: Resident File
cc: Office use

Address: 11259 Mobile Dr**MOBILE HOME PARK RULES AND REGULATIONS VIOLATION NOTICE**☐ 1ST WARNING☐ 2ND WARNING☐ FINAL NOTICE

Date: ____/____/____

Return Inspection Date: ____/____/____

of occupants in Lease: ____

of residing occupants: ____

During a recent inspection we notice the following:Skirting ☐ _____Bulk Items ☐ _____Trash ☐ _____Leave Disposal ☐ _____Broken Down Vehicle/No Tags ☐ _____Shed ☐ Repair ☐ Paint ☐ _____Roof ☐ Repair ☐ Paint ☐ _____Mobile Homes ☐ Paint ☐ Repair ☐ _____Grass/Garden/Lawn ☐ _____Oil Leaking Vehicles ☐ ***must be repaired immediately*** _____Steps ☐ Broken ☐ Repair ☐ _____Decks ☐ Paint ☐ Repair ☐ _____Fence ☐ Paint ☐ Repair ☐ _____Oil Tank or Gas Cylinder ☐ Condition ☐ Distance ☐ _____Pet ☐ Waste Disposal ☐ Unregistered pets ☐ _____Miscellaneous ☐ _____

All work must be completed before you can renew your lease. We will also need to perform an inspection of the inside of your home. A copy of your mobile home insurance will need to be provided to us at renewal. Please call the office at 703-273-2323 to schedule a time to sign your renewal lease.

INS exp 1-14-15

Pls.' Ex. 43

MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 14th day of November 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert D Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11250 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot)

TERM AND RENT

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2013 fully ending at midnight on the 31st day of January 2014 (hereinafter called the Lease Term) for the total rent of eight thousand three hundred forty Dollars (\$8340 00) payable in equal monthly installments of six hundred ninety five Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

1 **LATE CHARGE** If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check In addition Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order

2 **SECURITY DEPOSIT** The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$870 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

3 **POSSESSION** The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248.22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee

4 **RULES AND REGULATIONS** The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park

5 **UNLAWFUL USE DISTURBING NOISES ETC** The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 **OCCUPANTS** Only those tenants registered at the manager's office may live in the Mobile Home Park This Lease Agreement shall not be sublet or assigned The taking in of roomers or tenants by the Lessee is prohibited Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

7 **LIABILITY OF LESSOR.** All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000



UTILITIES Except as otherwise directed, the Lessor shall pay to the Lessor within (10) days after receipt by the Lessee of the Lessor's bill therefor all charges for sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three (3) months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice; (b) providing together with such written notice of termination, a copy of the official orders; (c) paying all rent and miscellaneous charges through the effective date of the termination; and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.

11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period, or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA Code Ann. Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to charges for utilities, herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved, and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended, and to employ such other remedies as are authorized by law.

13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$100.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant, provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A J DWOSKIN & ASSOCIATES INC
9302 Lee Highway, Suite 300
Fairfax, Virginia 22031-1214

WITNESS	DATE	BY	DATE
		PROPERTY MANAGER Vanessa Jorquera	11/14/12
WITNESS	DATE	BY	DATE
	11/14/12	LESSEE (Tenant) Mario Medina	11/14/12
WITNESS	DATE	BY	DATE
	11/14/12	LESSEE (Tenant) Herbert D Saravia-Cruz	11/19/12
WITNESS	DATE	BY	DATE
		LESSEE (Tenant)	

Pls.' Ex. 44

UTILITY ADDENDUM

This Utility Addendum (Addendum) shall become part of the Mobile Home Lease Agreement (the Lease) dated the 1st day of February 2014 by and between Mario Medina and Herbert Saravia-Cruz (Owner) by its agent A J Dwoskin & Associates Inc (collectively Lessor) and Mario Medina and Herbert Saravia Cruz (collectively in the singular Lessee) of 11250 Mobile Drive Fairfax VA 22030 (Lot)

1 Payment of Utilities and Billing Methods Lessee will be responsible for payment of all utilities including those as set forth below

a Water/Sewer

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☒ Lessor ☐ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based on one of the following methods

☐ A flat monthly rate of \$ _____ per month

☐ Lessee s actual use or

☒ Ratio utility billing system (RUBS) –

1 Occupant Factor In calculating Lessee s water/sewer bill each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee s Lot as follows

Number of Occupants	Occupant Factor
1	1.0
2	1.6
3	1.9
+1	+0.3

2 Calculation Lessee s water and sewer bill will be calculated based upon the following methodology

- First all applicable water and sewer charges and costs are totaled for the billing period ("Total Property Utility Cost)
- Second a common area deduction in the amount of 5% is applied to the Total Property Utility Cost (Adjusted Bill)
- Third the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor")
- Fourth the Adjusted Bill is divided by the Total Occupant Factor (Amount per Occupant)
- Fifth the Amount per Occupant is multiplied by the Number of Occupants of for Lessee s Lot the product of which becomes Lessee s water and sewer bill for the applicable period

b Trash

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

c Gas

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

d Electricity

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

2 Additional Service Charges Lessee is also responsible for payment of the following additional service charges

- a Service Fee** \$ _____ /Month
- b Set Up Fee** \$ _____ /One Time Fee

[MIE1]

In addition Lessee agrees to be responsible for any other additional fees deposits assessments or any other charges related to its use of utilities at the Community or as charged to the Community Lessor reserves the right to modify the amount of and or add any additional fees deposits assessments or any other utility related charges as authorized under the applicable law

3 Payment. Charges for usage of all utilities are considered rent as defined by the applicable law Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease

Payments for utility charges are due monthly Rent by the first day of the following month. If the charges are calculated in the event that Lessee fails to pay any or all of utility charges on or before the due date Lessee shall (i) apply a late fee as defined under the Lease or applicable law and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.

- a **Electronic Billing** Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.

- 4 **Third Party Utility Service Providers & Billing Providers** Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

- 5 **Placing Utility Account in Name of Lessee** Lessee shall set up an account in the Lessee's name for each utility for which Lessee is responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee move in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting.

WITNESS _____ DATE _____

WITNESS _____ DATE _____

WITNESS _____ DATE _____

BY *[Signature]* DATE 1-28-14
 PARK MANAGER Kristie E. Jaramila, Office Assistant
 BY *[Signature]* DATE 1-28-14
 LESSEE (Tenant) Mario Medina
 BY *[Signature]* DATE 1-28-14
 LESSEE (Tenant) Herbert Saravia-Cruz

Pls.' Ex. 45

UTILITY ADDENDUM

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of April 2014 by and between **Felix Bolanos** ("Owner") by its agent A J Dwoskin & Associates Inc (collectively "Lessor") and **Felix Bolanos** (collectively in the singular "Lessee") of 4202 Stackler Drive Fairfax VA 22030 ("Lot")

1 Payment of Utilities and Billing Methods Lessee will be responsible for payment of all utilities including those as set forth below

a Water/Sewer

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☒ Lessor ☐ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based on one of the following methods

☐ A flat monthly rate of \$_____ per month

☐ Lessee's actual use or

☒ Ratio utility billing system (RUBS) -

- 1 Occupant Factor** In calculating Lessee's water/sewer bill each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee's Lot as follows

Number of Occupants	Occupant Factor
1	1.0
2	1.6
3	1.9
+1	+0.3

2 Calculation Lessee's water and sewer bill will be calculated based upon the following methodology

- First all applicable water and sewer charges and costs are totaled for the billing period ("Total Property Utility Cost")
- Second a common area deduction in the amount of 5% is applied to the Total Property Utility Cost ("Adjusted Bill")
- Third the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor")
- Fourth the Adjusted Bill is divided by the Total Occupant Factor ("Amount per Occupant")
- Fifth the Amount per Occupant is multiplied by the Number of Occupants of for Lessee's Lot the product of which becomes Lessee's water and sewer bill for the applicable period

b Trash

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider

c Gas

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider

d Electricity

i Responsible Party Charges for this services for the Lot will be paid for by

☐ Lessor or

☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider

ii Methodology If paid by Lessee charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider

2 Additional Service Charges Lessee is also responsible for payment of the following additional service charges

a Service Fee

\$_____/Month

b Set Up Fee

\$_____/One Time Fee

06/17/99



WAPLES00000084

In addition Lessee agrees to be responsible for any other additional fees deposits assessments or any other charges related to its use of utilities at the Community or as charged to the Community Lessor reserves the right to increase the amount of and or add any additional fees deposits assessments or any other utility related charges as authorized under the applicable law

- 3 **Payment.** Charges for usage of all utilities are considered rent as defined by the applicable law Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated In the event that Lessee fails to pay any or all portion of utility charges on or before the due date Lessor may (i) apply a late fee as defined under the Lease or applicable law and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.



- a **Electronic Billing** Lessee agrees that utility charges may be billed and delivered in an electronic format Lessee further agrees that Lessor may deliver electronic bills via email the internet or by any method as determined by Owner Lessee may opt out of electronic billing and may receive utility bills in paper form

- 4 **Third Party Utility Service Providers & Billing Providers** Lessee shall be solely responsible for obtaining services for all utilities for the Lot Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility Payment is due immediately upon issuance The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee

- 5 **Placing Utility Account in Name of Lessee** Lessee shall set up an account in the Lessee's name for each utility for which Lessee is responsible for payment through any third party Lessee shall set up such an account prior to taking possession of the Lot Lessee shall ensure the account start date corresponds with Lessee move-in date Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion In the event of any conflict between the provisions of this Addendum and any provision of the Lease this Addendum shall control Lessee must not allow utilities to be disconnected - including disconnection for not paying bills until the lease term or renewal period ends Utilities may be used only for normal household purposes and must not be wasted If electricity is ever interrupted Lessee must use only battery-operated lighting

WITNESS _____	DATE _____	BY <u></u>	DATE <u>3-25-14</u>
		PARK MANAGER, Yvette E. Jimenez	Office Assistant
WITNESS _____	DATE _____	BY <u></u>	DATE <u>3-25-14</u>
		LESSEE (Tenant) Felix Bolanos	
WITNESS _____	DATE _____	BY _____	DATE _____
		LESSEE (Tenant)	

Pls.' Ex. 46

A.J. DWOSKIN
& ASSOCIATES INC
Real Estate Development & Management

Lease Addendum
Park Policies Rules and Regulations

This Lease Addendum is attached to and made a part of the lease A J Dwoskin & Associates (hereinafter referred to as Manager) is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park

Residents and all occupants including children adults and guests must comply with all policies regarding use of the Park

Security Manager and Owner and their respective employees and agents (hereinafter referred to as Affiliates) do not provide guarantee or warrant security Each resident has the responsibility to protect him/herself spouse children or guests Manager and Affiliates do not represent the Park is safe from criminal activities by third parties Neighborhood Crime Watch signs if any do not imply safety or security Resident(s) should call 911 if a crime occurs or is suspected

The existence of any perceived security devices such as cameras or other systems are not a guarantee of your personal safety or security and they are not a guarantee against criminal activity No representation is being made that they will be effective to prevent injury theft or vandalism Manager s representatives cannot physically be every place at every moment of the day or night Manager assumes no duties of security Manager reserves the right to cancel or reduce any security related mechanism without notice Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any systems designed to deter crime Under all circumstances residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible

Manager reserves the right to reduce modify or eliminate any security system security devices or service (other than those statutorily required) at any time and without notice and such action shall not be a breach of any obligation or warranty on the part of the Manager

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident s front door

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information

Ice Manager has no duty to remove ice sleet or snow from any areas within the Park Resident is responsible for removing snow and ice on or around his vehicle and mobile homes and understands that snow will likely return around the vehicle following parking lot plowing

Construction Your Park may be under construction You need to observe all warning signs and stay out of the construction areas Construction crews work throughout the days during the week and on weekends in order to complete construction Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident occupants and guests Any blockades need to be observed and are in place for your benefit

Maintenance Emergency maintenance service is provided 24 hours a day by calling the Park Maintenance Hotline phone number Qualified maintenance personnel are on duty to handle most problems that may arise A maintenance emergency consists of

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water



- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit, may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests' vehicles. If a vehicle is parked on the premises without an approved parking permit or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws, for example, expired State inspection and local stickers and tags.

Permits Issued A copy of a valid driver's license and a vehicle registration under the leaseholder's name is required for each permit issued. Upon move out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month, a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds a bad check service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas that interfere with the rights, comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office during business hours when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance Resident(s) agree not to use the Park or their home in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, cans, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number, address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents upon a twenty-four (24) hours written notice for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting Solicitors, canvassers, vendors and peddlers, etc. are not permitted in the Park.

Pets Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers Pit Bulls Malamutes St Bernards Great Danes Akitas American Bulldog Staffordshire Terriers Canary Dogs Doberman Pinschers Chow Chows (including mix with restricted breeds) or exotic animals (Tarantulas Piranhas, Reptiles – snakes iguanas Ferrets Skunks Raccoons Squirrels Rabbits Birds – parrots cockatiels macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M P H and/or 15 M P H speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits not only for themselves but also for their family members and guests.

Fireworks Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks awnings carports storage sheds and fencing will be allowed without prior written permission from the Management. Storage sheds awnings and skirting must be of a manufactured rust resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS Federal Express or special deliveries.

Zero Tolerance Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing graffiti destruction of property or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager any activity of a suspicious nature on the part of the resident or any of the employees guests or family members of the resident in the leased premises or any areas adjoining the premises shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home. awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted the following policies apply

- The owner(s) may sell their own mobile home or employ a dealer broker or agent they choose to sell their mobile home Park employees will not assist resident(s) in selling mobile homes
- The Management must approve all signs advertising the sale of a mobile home Signs are to be placed in the street side window of the home
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term

Management will supervise the moving of your mobile home in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home However the removal of the mobile home is at the cost and risk of the resident(s) Any damages to utilities services trees shrubbery and lot will be the sole responsibility of the resident(s)

The lot must be left clean If the lot is not left in good condition charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s)

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident A forwarding address must be submitted in writing to the Park Office prior to vacating the lot

Liability The Management is not responsible for fire theft or damage to any mobile home vehicle or other personal property belonging to resident(s) or occupant(s) living therein nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park

Waiver A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies

Interpretation of Policies The Manager's interpretation of these rules and regulations and the Manager's decision based on them shall be final and conclusive All policies will be strictly enforced

Modification of Policies The Manager may from time to time amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices

ACKNOWLEDGEMENT CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following

- 1 The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings I have received no representations or warranties either expressed or implied regarding safety security or security systems Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided promised or guaranteed I understand that security is the responsibility of myself and the local law enforcement agency
- 2 I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage costs loss of personal property or injury to persons as a result of or arising out of or incidental to the installation operation non operation repair or replacement of security devices whether or not caused by the negligent act or omission of the Manager or Owner of this property
- 3 I understand that providing insurance on my personal property is my responsibility Manager has not stated or implied to me that it will provide insurance or any coverage for any loss

- 4 I agree to assume full and complete responsibility for all risks and hazards attributable to connected with or in any way related to any construction now or hereafter occurring on the property

T. B. 3-25-14
Resident Date

[Signature] 3-25-14
Management Representative Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Pls.' Ex. 47

A.J. DWOSKIN
& ASSOCIATES, INC.
Real Estate Development & Management

Lease Addendum
Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Bull Run Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water



- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident or Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

Permits Issued. A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 feet, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog, Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles – snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds – parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following:

1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.



Resident_____
Date

Management Representative_____
Date_____
Resident_____
Date_____
Resident_____
Date_____
Resident_____
Date_____
Resident_____
Date_____
Resident_____
Date

Pls.' Ex. 48

UTILITY ADDENDUM

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of April , 2015 by and between Felix Bolanos ("Owner"), by its agent A.J. Dwoskin & Associates, Inc. (collectively "Lessor") and Felix Bolanos (collectively in the singular "Lessee") of 4227 Stackler Drive Fairfax, VA 22030 ("Lot").

1. Payment of Utilities and Billing Methods: Lessee will be responsible for payment of all utilities, including those as set forth below:

a. Water/Sewer.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☒ Lessor ☐ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based on one of the following methods

☐ A flat monthly rate of \$_____ per month;

☐ Lessee's actual use; or

☒ Ratio utility billing system (RUBS) –

1. Occupant Factor: In calculating Lessee's water/sewer bill, each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee's Lot as follows:

Number of Occupants	Occupant Factor
1	1.0
2	1.6
3	1.9
+1	+0.3

2. Calculation: Lessee's water and sewer bill will be calculated based upon the following methodology:

- First, all applicable water and sewer charges and costs are totaled for the billing period ("Total Property Utility Cost").
- Second, a common area deduction in the amount of 5% is applied to the Total Property Utility Cost ("Adjusted Bill").
- Third, the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor")
- Fourth, the Adjusted Bill is divided by the Total Occupant Factor ("Amount per Occupant")
- Fifth, the Amount per Occupant is multiplied by the Number of Occupants of for Lessee's Lot the product of which becomes Lessee's water and sewer bill for the applicable period.

b. Trash.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

☒ Lessor; or

☐ Lessee, and payment shall be made directly to: ☐ Lessor ☐ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

c. Gas.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

d. Electricity.

i. Responsible Party: Charges for this services for the Lot will be paid for by:

☐ Lessor; or

☒ Lessee, and payment shall be made directly to: ☐ Lessor ☒ Third Party Utility Service Provider.

ii. Methodology: If paid by Lessee, charges for this utility will based upon Lessee's separate agreement with the Third Party Utility Service Provider.

2. Additional Service Charges: Lessee is also responsible for payment of the following additional service charges:

a. **Service Fee:** \$_____/Month

b. **Set-Up Fee:** \$_____/One Time Fee

In addition, Lessee agrees to be responsible for any other additional fees, deposits, assessments or any other charges related to its use of utilities at the Community or as charged to the Community. Lessor reserves the right to modify the amount of and or add any additional fees, deposits, assessments or any other utility related charges as authorized under the applicable law.

3. **Payment.** Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.


a. **Electronic Billing:** Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.

4. **Third Party Utility Service Providers & Billing Providers:** Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

5. **Placing Utility Account in Name of Lessee.** Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee's move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS: _____	DATE _____	BY: 	DATE _____
WITNESS: _____	DATE _____	PARK MANAGER, Josephine Giambanco	DATE 3/29/15
WITNESS: _____	DATE _____	LESSEE (Tenant) Felix Bolanos	DATE _____
		LESSEE (Tenant)	

Pls.' Ex. 49

UTILITY ADDENDUM

This Utility Addendum (Addendum) shall become part of the Mobile Home Lease Agreement (the Lease) dated the 1st day of February 2014 by and between Esteban Moya (Owner') by its agent A J Dvoskin & Associates Inc (collectively Lessor) and Esteban Moya (collectively in the singular Lessee) of 11259 Mobile Drive Manassas VA 20111 (Lot)

1 Payment of Utilities and Billing Methods Lessee will be responsible for payment of all utilities including those as set forth below

a Water/Sewer

- i **Responsible Party** Charges for this services for the Lot will be paid for by
 - ☐ Lessor or
 - ☒ Lessee and payment shall be made directly to ☒ Lessor ☐ Third Party Utility Service Provider
- ii **Methodology** If paid by Lessee charges for this utility will based on one of the following methods
 - ☐ A flat monthly rate of \$_____ per month
 - ☐ Lessee s actual use or
 - ☒ Ratio utility billing system (RUBS) –
 - 1 **Occupant Factor** In calculating Lessee s water/sewer bill each Lot will be assigned an Occupant Factor based upon the total number of the occupants for the Lessee s Lot as follows

Number of Occupants	Occupant Factor
1	1 0
2	1 6
3	1 9
+1	+0 3

2 Calculation Lessee s water and sewer bill will be calculated based upon the following methodology

- First all applicable water and sewer charges and costs are totaled for the billing period (Total Property Utility Cost)
- Second a common area deduction in the amount of 5% is applied to the Total Property Utility Cost (Adjusted Bill)
- Third the Occupant Factor for each Lot be totaled for the billing period (Total Occupant Factor)
- Fourth the Adjusted Bill is divided by the Total Occupant Factor (Amount per Occupant)
- Fifth the Amount per Occupant is multiplied by the Number of Occupants of for Lessee s Lot the product of which becomes Lessee s water and sewer bill for the applicable period

b Trash

- i **Responsible Party** Charges for this services for the Lot will be paid for by
 - ☐ Lessor or
 - ☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider
- ii **Methodology** If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

c Gas

- i **Responsible Party** Charges for this services for the Lot will be paid for by
 - ☐ Lessor or
 - ☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider
- ii **Methodology** If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

d Electricity

- i **Responsible Party** Charges for this services for the Lot will be paid for by
 - ☐ Lessor or
 - ☒ Lessee and payment shall be made directly to ☐ Lessor ☒ Third Party Utility Service Provider
- ii **Methodology** If paid by Lessee charges for this utility will based upon Lessee s separate agreement with the Third Party Utility Service Provider

2 Additional Service Charges Lessee is also responsible for payment of the following additional service charges

- a **Service Fee** _____ \$ _____ /Month
- b **Set Up Fee** _____ \$ _____ /One Time Fee

(MIE1)

In addition Lessee agrees to be responsible for any other additional fees deposits assessments or any other charges related to its use of utilities at the Community or as charged to the Community Lessor reserves the right to modify the amount of and or add any additional fees deposits assessments or any other utility related charges as authorized under the applicable law

3 Payment Charges for usage of all utilities are considered rent as defined by the applicable law Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease Payments for utility charges are due with monthly Rent by the first day of the following month that the charges are calculated In the event

that Lessee fails to pay any or all portion of utility charges on or before the due date Lessor (i) apply a late fee as defined under the Lease or applicable law and (ii) in Lessor's sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent

- a **Electronic Billing** Lessee agrees that utility charges may be billed and delivered in an electronic format Lessee further agrees that Lessor may deliver electronic bills via email the internet or by any method as determined by Owner Lessee may opt out of electronic billing and may receive utility bills in paper form

- 4 **Third Party Utility Service Providers & Billing Providers** Lessee shall be solely responsible for obtaining services for all utilities for the Lot Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility Payment is due immediately upon issuance The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph

Lessor reserves the right to select and retain the services of a third party billing provider of its choosing for any utility used at the Community The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee

- 5 **Placing Utility Account in Name of Lessee** Lessee shall set up an account in the Lessee's name for each utility for which Lessee is responsible for payment through any third party Lessee shall set up such an account prior to taking possession of the Lot Lessee shall ensure the account start date corresponds with Lessee move in date Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion In the event of any conflict between the provisions of this Addendum and any provision of the Lease this Addendum shall control Lessee must not allow utilities to be disconnected - including disconnection for not paying bills until the lease term or renewal period ends Utilities may be used only for normal household purposes and must not be wasted If electricity is ever interrupted Lessee must use only battery operated lighting

WITNESS _____	DATE _____	BY <u>Yvette E Jimenez</u>	DATE <u>1-16-14</u>
		PARK MANAGER Yvette E Jimenez Office Assistant	
WITNESS _____	DATE _____	BY <u>Esteban Moya</u>	DATE <u>01-16-14</u>
		LESSEE (Tenant) Esteban Moya	
WITNESS _____	DATE _____	BY _____	DATE _____
		LESSEE (Tenant)	

Pls.' Ex. 50

A.J. DWOSKIN
& ASSOCIATES, INC.
Real Estate Development & Management

Lease Addendum
Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water



- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be placed in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident or Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

Permits Issued. A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, cans, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do not clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles – snakes, iguanas, Ferrets. Skunks, Raccoons, Squirrels, Rabbits, Birds – parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Policies and Rules and confirms the following:

1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Management Representative

Date